

January 15, 2013

REGULAR MEETING OF THE COCONINO COUNTY BOARD OF SUPERVISORS, THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS, AND WORK SESSIONS OF THE FLOOD CONTROL DISTRICT BOARD OF DIRECTORS,

PURSUANT TO A.R.S. § 38-431.03

10:00 AM -- Regular Meeting Immediately Following -- Work Session

219 E. Cherry, Flagstaff, Arizona

The Board may change the order of the agenda at the time of convening the meeting or at any time during the meeting. Members of the Board of Supervisors will attend either in person or by telephone conference call. Work sessions and regular meetings are open to the public. Persons with a disability may request a reasonable accommodation by contacting the Clerk of the Board of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow time to arrange the accommodation.

REGULAR MEETING 10:00 A.M.

Notice of Option to Recess In Executive Session:

Pursuant to A.R.S. § 38-431-.02, notice is hereby given to the members of the Board of Supervisors and to the general public that, at this meeting, the Board of Supervisors may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the County's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. § 38 431.03(A)(3).

Speaking During a Public Hearing:

After staff and applicant presentations for specific public hearing items, the Chairman will open the public hearing and ask for comments from the public. Those who fill out a speaker's form will be called on first. You do not need to fill out a speaker's form to speak during the public hearing.

<u>Consent Agenda:</u> All matters under Consent Agenda are considered by the Board of Supervisors to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item that item will be removed from the consent agenda and will be considered separately.

Call to Order

Pledge of Allegiance

Call to the Public

Consent Items

- 1. Approval of regular minutes for December 18, 2012.
- 2. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors.

Run Date	Warrant Number	Computer Register Total
01/03/13	91306377-91306506	513,423.38
01/03/13	*EFT 615-621	54,345.88

^{*}Electronic Fund Transfers

- 3. Adopt Resolution 2013-08 to correct the tax roll as noted on Tax Roll Correction Summary dated December 28, 2012. **Assessor**
- 4. Approve Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8 between the Arizona Department of Economic Security and Coconino County Community Services to increase Case Management services by \$15,783 from July 1, 2012 through June 30, 2013; increasing the cumulative reimbursement ceiling total to \$2,520,355 from July 1, 2010 through June 30, 2015. **Community Services/Social Services**
- Approval of a lease agreement between Kenneth A. and Geraldine A Diedrick and Coconino County, at 5410 East Commerce, and occupied by Community Services Coconino Rural Environmental Corps, from January 1, 2013 through December 31, 2015. Facilities Management
- 6. Approval of Extension of Subgrantee Agreement between Governor's Office for Children, Youth and Families for Title II Amendment 1 Contract # J2-CSG-12-2366-02 effective January 1, 2013 through June 30, 2013. **Juvenile**
- 7. Confirm the budget amendment and emergency purchase and installation of 32 vehicular repeaters, with accessories for the vehicles of the Sheriff's Office from Niles Radio utilizing Arizona State Contract #ADSPO13-036892, in the amount of \$57,815.64. **Sheriff's Office**

The Board of Supervisors will resolve as the Public Health Services District Board of Directors

8. Approval of the IGA between the Coconino County Public Health Services District (PHSD) and the Arizona Department of Health Services (ADHS) in the amount of \$116,000 for the period of January 1, 2013 to December 31, 2017. **Public Health Services District**

Work Session

a) Presentation to and discussion with the Flood Control District Board of Directors regarding proposed improvements to the Flood Control District Capital Improvement Plan Process as well as an update on current projects. **Flood Control District**

Adjourn

OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS,
THE FLOOD CONTROL DISTRICT BOARD OF DIRECTORS
THE JAIL DISTRICT BOARD OF DIRECTORS,
THE PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS,
THE BOARD OF EQUALIZATION
AND COCONINO COUNTY, FLAGSTAFF, ARIZONA
TUESDAY, DECEMBER 18, 2012

The Board of Supervisors, the Flood Control District Board of Directors, the Jail District Board of Directors, the Public Health Services District Board of Directors, and the Board of Equalization met in Regular Session on Tuesday, December 18, 2012, at 6:00 p.m. in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Avenue, Flagstaff, Arizona.

Roll Call.

Present: Chairman Carl Taylor, Vice Chairwoman Elizabeth C. Archuleta, Supervisor Matthew Ryan, Supervisor Mandy Metzger. Supervisor Lena Fowler participated telephonically during the consent agenda.

Also Present: Recording Specialist Jonathan McIntosh, Clerk of the Board Wendy Escoffier, Deputy County Manager Larry Dannenfeldt, Assistant County Manager/Human Resources Director Allison Eckert, Senior Civil Deputy County Attorney William Ring, Deputy County Attorney Jessica Leiser, Deputy County Manager Larry Dannenfeldt, Assistant County Manager/Human Resources Director Allison Eckert, Public Works Deputy Director Mike Lopker, Senior Services Program Manager Raena Honan, Deputy County Attorney Tim McNeel, Parks & Recreation Director Judy Weiss, Chief Deputy Assessor Armando Ruiz, Health/Environmental Services Division Manager Randy Phillips, Community Development Director Sue Pratt, Parks & Recreation Planning & Acquisition Manager Jeanne Trupiano, Community Services Director Janet Regner, Public Works Deputy Director Lucinda Andreani, Interim Chief Health Officer Kimbal Babcock, Assistant County Manager/Public Works Director Andy Bertelsen, Sheriff's Office Administrative Operations Manager Kathleen Levinson, and Community Development Interim Principal Planner Tiffany Antol.

Call to Order

Chairman Taylor called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Vice Chairwoman Archuleta led a moment of silence for the passing of County employee Casey Adkins and the victims of the Connecticut elementary school shooting.

Call to the Public for Items Not on the Agenda

There were no comments from the public for items not on the agenda.

Recognition

A. Arizona Association of Counties (AACo) Summit Award Recognition. **Parks and Recreation**

Judy Weiss presented the recognition for implementation of innovative solutions received at AACo due to Parks and Recreation's public-private partnerships.

B. Recognition of Tom Yazzie for his contributions as a member of the Inter-Tribal Advisory Council.

Supervisor Metzger presented the recognition for Tom Yazzie for his service on the Inter-Tribal Advisory Council. Vice President of the Inter-Tribal Advisory Council Diana Cudeii (from Flagstaff) stated her appreciation for Tom Yazzie's service.

Recognition of outgoing Supervisor Carl Taylor

Supervisor Metzger recognized Chairman Taylor for serving on the Board for two terms. The Board thanked Chairman Taylor for his attention to detail, intelligence, leadership, and expressed their pleasure in working with him.

Consent Agenda

Chairman Taylor removed item 22.A. and stated item 10 would be separated from the consent agenda.

Motion: Approval of consent agenda minus items referenced: 22.A. and 10. Action: Approved, Moved by Vice Chairwoman Archuleta, Seconded by Supervisor Ryan. Passed: Unanimously.

- 1. Approval of regular minutes for November 20, 2012 and December 4, 2012. **Board of Supervisors**
- 2. Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors. Board of Supervisors

11/29/2012	91305230-91305365	\$2513574.46
11/29/2012	*EFT 539-548	\$43593.54
11/29/2012	**WW 427351	\$393784.06

3. Approve Resolution 2012-47 to correct the tax roll as noted on Tax Roll Correction Summary dated November 28, 2012. **Assessor**

- 4. Approval of settlement for a 2011 & 2012 Full Cash Value/Limited Property Value of \$2,650,000 re: the property tax appeal of DOF Acquisitions v Coconino County, Case #TX2011-000802. **Assessor**
- 5. Approval of Community Grant Funding from District 1-\$4,500 to AZ Board of Regents for and on behalf of NAU to assist with costs associated to develop a moral courage program for at risk youth. **Board of Supervisors**
- Recommend for approval an application for a Government Liquor License for Virgil Lee Macklin, License # 05033006 of Northern Arizona Military Association, located at #1 Hughes, Bellemont, AZ 86015. Board of Supervisors
- 7. Approve Resolution 2012-49 for the 2013 State Legislative Priorities. **Board of Supervisors**
- 8. Approval of Resolution 2012-52, set for hearing January 8, 2013 at 10:00a.m., consideration of 2013 Cable Franchise Agreement between Coconino County, Arizona and NPG Cable, Inc., doing business as Suddenlink Communications, LLC, a Delaware limited liability corporation, and direct the Clerk of the Board to advertise the hearing pursuant to A.R.S. 40-283(E). **Board of Supervisors**
- 9. Approval of Amendment No. 8 to Intergovernmental Agreement (IGA) No. DE111005-001 between Coconino County and the Arizona Department of Economic Security to add \$3.672 in additional Workforce Investment Act funds. Career Center
- 10. **Separated.** Approve Resolution 2012-48 appointing Nancy Mueller as Coconino County Public Fiduciary. **Community Services/Public Fiduciary**
- 11. Approval of the Flagstaff Justice Court Judge Pro Tempore appointment of Erika Arlington for the term of January 1, 2013, through June 30, 2013. **Courts**
- 12. Approval of Resolution 2012-51 and approval to modify the existing cooperative agreement between Coconino County and the US Fish and Wildlife Service. **Parks and Recreation**
- 13. Approve award of RFP 2013-100 "Noxious Weed Management" to EnviroSystems Management Inc. in the amount of \$50,000.00 for a one-year period. **Public Works**
- 14. Approve Modification No. 1 for the extension of Agreement No. 12-DG-1130700-006 for grant funds from the USDA Forest Service, Kaibab National Forest for "Coconino"

County Solid Waste Community Cleanups" in the amount of \$8,308.83 through December 31, 2014. **Public Works**

- 15. Approve Modification No. 1 for the extension of Agreement No. 12-DG-1130420-017 for grant funds from the USDA Forest Service, Coconino National Forest for "Coconino County Solid Waste Community Cleanups" in the amount of \$10,266.92 through December 31, 2014. **Public Works**
- 16. Approval of an Amendment to an Intergovernmental Agreement dated January 12, 2012, by and between the Arizona Supreme Court through the Administrative Office of Courts (AOC), the Coconino County Board of Supervisors through the County School Superintendent, and the Coconino County Superior Court through the Juvenile Court to provide Title funds for supplemental education programs at the Juvenile Detention Education Center in the amount of \$35,282.83. Superintendent of Schools
- 16.A. Approval of Community Grant Funding from District 4-\$500 to Leupp Senior Center to assist with costs associated with items to be purchased for the senior center Christmas party on December 20, 2012. **Board of Supervisors**
- 16.B. Approve the renewal of the Memorandum of Understanding (MOU) between Coconino County Community Services Department and Arizona Board of Regents acting for and on the behalf of Northern Arizona University Senior Companion Program (SCP), effective January 1, 2013 through December 31, 2015. Community Services/Senior Services

Separated Items

10. Separated. Approve Resolution 2012-48 appointing Nancy Mueller as Coconino County Public Fiduciary. **Community Services/Public Fiduciary**

Assistant County Manager/Human Resources Director Allison Eckert presented Interim Public Fiduciary Nancy Mueller to the Board and went over Ms. Mueller's extensive experience. Ms. Mueller highlighted the responsibilities of the position. She stated she was proud to serve the Board of Supervisors. The Board thanked Ms. Mueller.

Motion: Approve Resolution 2012-48 appointing Nancy Mueller as Coconino County Public Fiduciary. **Action:** Approved, **Moved by** Supervisor Metzger, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

Motion: Resolve as the Flood Control District Board of Directors. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Supervisor Ryan. **Passed:** Unanimously.

Flood Control District Consent Agenda:

17. Approve Modification No. 2 for the extension of Agreement No. 11-DG-11030420-028 for grant funds from the Coconino National Forest for maintaining the berm system in the Schultz Flood area through December 31, 2013. **Flood Control District**

Motion: Approval of Item 17. **Action:** Approved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Director Metzger. **Passed:** Unanimously.

Motion: Resolve as the Board of Supervisors. Action: Resolved, Moved by Director Metzger, Seconded by Director Ryan. Passed: Unanimously.

Motion: Resolve as the Jail District Board of Directors. Action: Resolved, Moved by Supervisor Ryan, Seconded by Supervisor Metzger. Passed: Unanimously.

Jail District Consent Agenda:

- 18. Approve the budget adjustment and the Arizona Criminal Justice Commission (ACJC) Residential Substance Abuse Treatment (RSAT) grant award to continue the additional men's Exodus treatment program in the amount of \$151,231 with a match of \$50,410 from 01/01/13 through 12/31/13, to continue the Full Time Equivalent (FTE) Substance Abuse Counselor position, to continue the FTE Substance Abuse Technician, and to continue the FTE Case Worker for the life of the grant. **Jail District**
- 19. Approve Contract #YH08-0080-03 Amendment #3 to the Intergovernmental Agreement with Arizona Health Care Cost Containment System (AHCCCS) to extend the contract through 01/31/13 and update the administrative costs to provide health care for qualified inmates of the detention facility in the estimated annual amount of \$20,000. **Jail District**

Motion: Approval of items 18 and 19 as presented. **Action:** Approved, **Moved by**, Director Ryan **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

Motion: Resolve as the Board of Supervisors. **Action:** Resolved, **Moved by** Director Metzger, **Seconded by** Vice Chairwoman Archuleta. **Passed:** Unanimously.

Motion: Resolve as the Public Health Services District Board of Directors. Action: Resolved, Moved by Vice Chairwoman Archuleta, Seconded by Supervisor Metzger. Passed: Unanimously.

Public Health Services District Consent Agenda:

- 20. Approval of contract #2013-OP-007 and resulting Budget Adjustment with the Governor's Office of Highway Safety for the period of October 1, 2012, to September 30, 2013, in the amount of \$16,225, to provide child passenger safety education services. **Public Health Services District**.
- 21. Approve Contract No. ADHS13-034432, between the Arizona Department of Health Services and the Coconino County Public Health Services District to provide teen pregnancy prevention services in the amount of \$125,000 for the grant period of January 1, 2013 through December 31, 2013. **Public Health Services District**
- 22. Approval of Amendment #3 to Contract number HG854283 between ADHS and CCPHSD to add billable immunization services effective August 1, 2012 to December 31, 2012. -- Public Health Services District

Motion: Approval of Public Health Services District Consent Agenda. Action: Approved, Moved by, Vice Chairman Archuleta Seconded by Director Metzger. Passed: Unanimously.

Motion: Resolve as the Board of Supervisors. Action: Resolved, Moved by Director Ryan, Seconded by Vice Chairwoman Archuleta. Passed: Unanimously.

Motion: Resolve as the Board of Equalization. Action: Resolved, Moved by Supervisor Ryan, Seconded by Vice Chairwoman Archuleta. Passed: Unanimously.

Board of Equalization Action Item

23. Adopt Board of Equalization Resolution 2012-06 to receive and accept the Hearing Officer's recommendation for Taxpayer Notice of Claim, APN: 400-45-006 for Tax Years 2012, 2011 and 2010. **Board of Equalization**

Clerk Wendy Escoffier presented this item to the Board of Equalization and quoted statute for a Taxpayer Notice of Claim. Ms. Escoffier highlighted the question of how far back the assessor may make changes. The Board of Equalization's Legal Counsel Patrice Horstman spoke in further detail related to the definition of living space and the AZ Revised Statutes for Taxpayer Notice of Claim. Ms. Horstman stated that if the Board accepts the Hearing Officer's recommendation then it is her counsel that they include Tax Year 2009. Ms. Horstman clarified her opinion with the Board of Equalization. Chairman Taylor confirmed that the petitioner was not present.

Motion: Approval of Board of Equalization Resolution 2012-06 with the amendment that we add the adjusted value for 2009. **Action:** Approved, **Moved by**, Board Member Metzger **Seconded by** Vice Chairwoman Archuleta. **Discussion:** When Vice Chairwoman Archuleta

seconded the motion she made the correction that in the resolution the number 210 should be 201. **Passed:** Unanimously.

Motion: Resolve as the Board of Supervisors. **Action:** Resolved, **Moved by** Vice Chairwoman Archuleta, **Seconded by** Board member Metzger. **Passed:** Unanimously.

Supervisor Fowler left the meeting.

24. PUBLIC HEARING AND CONSIDERATION OF: Resolution No. 2012-46 for Case No AB-12-001: A request for Abandonment of County right-of-way along West Route 66 to be abandoned to eight adjacent property owners along the north side of West Route 66 west of the Flagstaff city limits. The property is located in the vicinity of the intersection of West Route 66 and Flagstaff Ranch Road and including right-of-way on the north side of West Route 66 from approximately 1,200 feet east of Flagstaff Ranch Road to approximately 2,000 feet west of Flagstaff Ranch Road. Applicant: Coconino County Public Works Department, Flagstaff, Arizona Community Development

Community Development Director Sue Pratt reviewed the request for abandonment in the West Route 66 right-of-way. Public Works proposed the right-of-way be abandoned. Ms. Pratt then went over the details of circumstances in which there would be an abandonment and went over her staff's recommendation of approval.

Ms. Pratt went over property acquisition and its effects on property taxes and communication with property owners with the Board.

County Engineer Randal Ryan stated that they will have sufficient right-of-way remaining at the abandoment.

The Board entered a discussion on private roads and public access apropos tax bills.

Chairman Taylor opened the public hearing at 6:40 P.M.

Fred Harris of Flagstaff, AZ said he is a property owner of two parcels to the west of the boundary and informally represented the Naval Observatory. He asked if there were provisions that prevent a left-hand turn for traffic on Route 66. Mr. Ryan stated that while there were no provisions to take such action a joint effort could be made to implement Mr. Harris request.

Motion: Approve case No AB-12-001 through the adoption of the attached resolution which is Resolution No. 2012-46. **Action:** Approved, **Moved by**, Vice Chairwoman Archuleta **Seconded**

by, Supervisor Ryan **Discussion:** Chairman Taylor thanked all parties involved in the case. **Passed:** Unanimously

25. PUBLIC HEARING AND CONSIDERATION OF: Ordinance 2012-12 to approve amendments to Chapters 1, 2, 11, and 20 of the Coconino County Public Health Services District Environmental Health Code adopted as Ordinance 1985-4 and amended by Ordinances 2002-02, 2002-11, and 2003-03, for the purpose of clarifying, updating, renumbering sections, including the deleting and addition of new material including a Regulatory Bill of Rights. The regulatory authority shall follow the requirements of ARS 11-1601 through 1609. **Board of Supervisors**

Health/Environmental Services Division Manager Randy Phillips reviewed the amendments to the Environmental Health Code. He explained the impetus of amendments is to be in compliance with ARS 11-1601-1609 and to update language from 1974 in regard to the Body Art chapter. Another task was to correct language that referred to the Health District. He said the District clarified new body art language based on input from stakeholders, including stakeholders across many areas that included Page, Flagstaff and Sedona. Mr. Phillips discussed SB 1598 and specifically what changes were attributable to SB 1598.

The Board and Mr. Phillips discussed the challenges of making the amendments which included understanding the intent of older resolutions. The Board and Mr. Phillips also discussed regulations for keeping animals.

Chairman Taylor opened the meeting to comments from the public at 6:56 p.m. and seeing none, closed the public hearing.

Vice Chairwoman Archuleta stated the District Advisory Board reviewed every change in detail and acknowledged the work that was done in addition to staff's work.

Motion: Approve amendments to Chapters 1, 2, 11, and 20 of the environmental health code and those that [staff] described and are in our documents [Ordinance 2012-12]. **Action:** Approved, **Moved by**, Vice Chairwoman Archuleta **Seconded by**, Supervisor Ryan. **Passed:** Unanimously

26. PUBLIC HEARING AND CONSIDERATION OF: Adoption of Ordinance No. 2012-11 Case No. AM-12-002: Amendments to the County Zoning Ordinance clarifying, updating, and renumbering sections including the deletion and addition of some uses (e.g. deletion of uses which are antiquated or are included under other uses, and the addition of uses which have been addressed in previous actions by the Commission), and including the addition of definitions. **Community Development**

Ms. Pratt presented the item to the Board of Supervisors. She stated that there have been additional amendments to the ordinance and went over the deliberation and detail involved in the making of the ordinances. Vice Chairwoman Archuleta requested that Ms. Pratt go over each item in a section-by-section basis. Ms. Pratt went over changes and amendments in such a manner.

The Board discussed elements of the bed and breakfast amendments with Ms. Pratt.

Supervisor Ryan spoke on the intent of SB 1598. Before Chairman Taylor excused himself at 7:25 p.m., Chairman Taylor expressed the desire to see the conclusion of open-ended cases and to use a different term for conditional use permits. He also stated there should be a way to make conditional use permits irrevocable. In his concluding words, Chairman Taylor also discussed a number of topics: proactive zoning enforcement, individual rights and the rights of the community, long-term requirements for development, and the importance of protecting access to sunlight to solar installments.

The Board discussed amendments in regard to inoperable vehicles, diminution of property and short-term rental definitions with Ms. Pratt.

Senior Civil Deputy County Attorney William Ring stated he has a previous relationship with short-term rental property owners, declared a conflict, asked Deputy County Attorney Jessica Leiser to take his place, and left the meeting.

The Board and Ms. Pratt continued a discussion on policy implications with Vice Chairwoman Archuleta stating she would not want to adopt the ordinance as presented, which would not allow short-term rentals.

In response to questions from the Board, Deputy County Attorney Leiser discussed the minimum content that the Board should approve to be in compliance with HB 1598. At a minimum the Board would have to adopt section 30.11.

Vice Chairwoman Archuleta suggested look at individual ordinances, and then move forward knowing that they will go back section-by-section and make changes.

Supervisor Ryan discussed how the Board review the zoning ordinance in its entirety and suggested that the Board approve what is needed to appearse HB 1598 and review the ordinances by sections in the near future.

Deputy County Manager Larry Dannenfeldt said if the Board only approves the section to meet 1598, it does not diminish staff's efforts because there is a benefit and value to what has been produced so far and the Board can return to the ordinance by section or by groups of sections.

Vice Chairwoman Archuleta opened the public hearing.

Interim Principle Planner Tiffany Antol stated that section 20 was the necessary section to be adopted – which they were discussing, not section 30.

A member of the public from Doney Park urged that the Board provide careful scrutiny of these changes.

Motion: Amendment to the Coconino County Zoning ordinance including the wording proposed under section 30.11 to be included in current section 20 for substantive policy statements including 20.10, including purpose and authority, adoption, access and format. **Action:** Approved, **Moved by**, Supervisor Metzger **Seconded by**, Supervisor Ryan **Discussion:** Supervisor Ryan stated that the intent of the motion is that they could have a more detailed review in the future. Supervisor Metzger praised staff and Supervisor Ryan highlighted that this was an opportunity to make changes – and expressed his desire of a more detailed review in the future. **Passed:** Unanimously

27. Discussion with County Attorney's office regarding acquisition of right of way for County improvement projects. **County Attorney**

Motion: Enter executive session. Action: Approved, Moved by, Vice Chairwoman Archuleta Seconded by, Supervisor Ryan. Passed: Unanimously

Upon the advice of Sr. Civil Deputy County Attorney William Ring, the Board voted pursuant to ARS 38-431.03 (A) (3) to enter executive session at 8:17 pm.

Vice Chairman Archuleta reconvened the open session at 8:55 pm. The Board took no action on this item and there being no further business, Vice Chairman Archuleta adjourned the meeting at 8:55 pm.

COCONINO COUNTY BOARD OF SUPERVISORS

Elizabeth C. Archuleta, Chairwoman

ATTEST:

Wendy Escoffier, Clerk of the Board



BOARD OF SUPERVISORS MEETING

January 15, 2013

REGULAR SESSION CONSENT

WARRANTS

Warrant Registers: An itemized list of the below-numbered claims is filed in the official record of the Coconino County Board of Supervisors.

Run Date	Warrant Number	Computer Register Total
01/03/13	91306377-91306506	513,423.38
01/03/13	*EFT 615-621	54,345.88

^{*}Electronic Fund Transfers



DATE: December 28, 2012 Meeting Date: January 15, 2013

TO: Honorable Chairman and Members of the Board of Supervisors

FROM: Chris Mazon, County Assessor

SUBJECT: Resolution 2013-08, directing the Coconino County Treasurer to correct the

tax roll as noted on Tax Roll Correction Summary dated December 28, 2012

to refund taxes overpaid with interest pursuant to ARS 42-16254.

RECOMMENDATION:

The Board is requested to approve a resolution directing the Coconino County Treasurer to correct the tax roll as noted on Tax Roll Correction Summary dated December 28, 2012 to refund taxes overpaid with interest pursuant to ARS 42-16254

BACKGROUND:

ARS 42-16254 provides that if a taxpayer believes his or her property has been assessed improperly as a result of a property tax error, the taxpayer may file a notice of claim with the County Assessor. If the tax officer agrees on a proposed correction, the Board of Supervisors is then authorized to direct the County Treasurer to correct the tax roll to the extent agreed. If the taxes have been paid, any overpayment must be refunded with interest as provided by law within 90 days after the roll is corrected.

Each month the Assessor compiles a list of all corrections made and forwards that list to the Clerk of the Board. The final changes are entered into the assessment roll via the Tyler computer system, and placed on a Board agenda for action. Following approval, the resolution is forwarded to the County Treasurer for correction to the tax rolls. The Coconino County Treasurer is also directed to refund any overpaid taxes with interest, in accordance with ARS 42-16214(A) and ARS 44-1201.

FISCAL IMPACT:

Fiscal impact is not significant. Most changes involve canceling a taxpayer billing for structure, trailer or other property removed from the County, addition of taxpayer for placement of a mobile home, restoration of an exemption or correction of a legal classification.

SUBMITTED BY ELECTRONIC ROUTING

ATTACHMENTS:

Resolution

Tax Roll Correction Summary dated December 28, 2012

COCONINO COUNTY BOARD OF SUPERVISORS

RESOLUTION 2013-08

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COCONINO, ARIZONA, DIRECTING THE COCONINO COUNTY TREASURER TO CORRECT THE TAX ROLL AS NOTED ON Tax Roll CORRECTION SUMMARY DATED DECEMBER 28, 2012, TO REFUND TAXES OVERPAID WITH INTEREST PURSUANT TO ARS 42-16254.

WHEREAS ARS 42-16254 provides that if a taxpayer believes his or her property has been assessed improperly as a result of a property tax error, the taxpayer may file a Notice of Claim and if the tax officer agrees on a proposed correction, the board of supervisors shall direct the county treasurer to correct the tax roll to the extent agreed, and any taxes overpaid shall be refunded with interest as provided by law within 90 days after the roll is corrected or pursuant to ARS 42-16214(A); and

WHEREAS the taxpayer(s) identified in attached Tax Roll Correction Summary dated January 7, 2013, and have filed Notice of Claim on the property described by parcel or taxpayer identification number shown on the attached list; and

WHEREAS the taxpayer(s) and Coconino County Tax Officer have met and agreed upon the proposed correction shown in Tax Roll Correction Summary dated December 28, 2012.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The proposed corrections to the tax roll for property(ies) described in the attached Tax Roll Correction Summary dated December 28, 2012, are hereby accepted by the Coconino County Board of Supervisors;
- 2. The Coconino County Treasurer is hereby directed to correct the tax roll as shown in Tax Roll Correction Summary dated December 28, 2012;
- 3. The Coconino County Treasurer is further directed to refund any overpaid taxes as shown on Tax Roll Correction Summary dated December 28, 2012with interest, in accordance with ARS 42-16214(A) and ARS 44-1201.

SIGNED AND SEALED this January 15, 2	.013
--------------------------------------	------

AYES:
NOES:
ABSENT:

(SEAL)	NO COUNTY BOARD OF SUPERVISORS
Carl Taylo	or, Chairman
ATTEST:	APPROVED AS TO FORM:
Wendy Escoffier, Clerk of the Board	Deputy County Attorney



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0046009	40045006 2009.TRC.554S1	2009 12/19/2012	Other PER NOTICE OF CLA	12/19/2012 Irose	12/28/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	
M0113566	50226008 2009.TRC.555S1	2009 12/21/2012	Other TAX ROLL CORRECTI	12/21/2012 bgomez	12/26/2012 kmurphy	12/28/2012 aruiz	12/28/2012 aruiz	
M0000015	80025001B 2009.TRC.555S2	2009 12/27/2012	Other TRC FOR 2009, MAN	12/27/2012 cwinquest	12/28/2012 Irose	12/28/2012 aruiz	12/28/2012 aruiz	
R0049988	50149001 2009.TRC.555S3	2009 12/28/2012	Other ENTERED 2009 TAX	12/28/2012 skauppila	12/28/2012 rfiglerski	12/28/2012 aruiz	12/28/2012 aruiz	

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

Value Totals

Value Totals						
		LPV			Primary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD# 8 PAGE CITY W/HOSPITAL (JVT)	18,720	0	(18,720)	1,872	0	(1,872)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	336,590	336,589	(1)	33,659	33,659	0
SD#2 DISTRICT ONLY	20,710	7,040	(13,670)	2,494	0	(2,494)
Total	376,020	343,629	(32,391)	38,025	33,659	(4,366)
		FCV			Secondary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD# 8 PAGE CITY W/HOSPITAL (JVT)	18,720	0	(18,720)	1,872	0	(1,872)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	380,790	353,650	(27,140)	38,079	35,365	(2,714)
SD#2 DISTRICT ONLY	27,430	13,760	(13,670)	3,569	0	(3,569)
Total	426,940	367,410	(59,530)	43,520	35,365	(8,155)
		LPV			Primary Taxable	
Legal Class	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS	7,040	7,040	0	1,127	0	(1,127)
NON-PRIMARY/BANK OWNED/NOT IN OTHER CLASSES RESIDENTIAL	18,720	0	(18,720)	1,872	0	(1,872)
PRIMARY RESIDENCE	350,260	336,589	(13,671)	35,026	33,659	(1,367)
Total	376,020	343,629	(32,391)	38,025	33,659	(4,366)
		FCV			Secondary Taxable	
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS	13,190	13,190	0	2,110	0	(2,110)

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor

Page 2 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

		FCV		S	econdary Taxable	
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS (2210)	570	570	0	92	0	(92)
OWNER-OCCUPIED RESIDENTIAL (1300)	130,660	130,660	0	13,066	13,066	0
OWNER-OCCUPIED RESIDENTIAL	250,130	222,990	(27,140)	25,013	22,299	(2,714)
OWNER-OCCUPIED RESIDENTIAL (3300)	13,670	0	(13,670)	1,367	0	(1,367)
RENTAL RESIDENTIAL	18,720	0	(18,720)	1,872	0	(1,872)
Total	426,940	367,410	(59,530)	43,520	35,365	(8,155)

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CCRASD #99	376,020	343,629	(32,391)	38,025	33,659	(4,366)
CITY OF PAGE (04156)	18,720	0	(18,720)	1,872	0	(1,872)
CITY OF PAGE	18,720	0	(18,720)	1,872	0	(1,872)
COCONINO CO LIBRARY DIS #77-58	376,020	343,629	(32,391)	38,025	33,659	(4,366)
COCONINO COUNTY	376,020	343,629	(32,391)	38,025	33,659	(4,366)
COCONINO COUNTY (52000)	376,020	343,629	(32,391)	38,025	33,659	(4,366)
COCONINO COUNTY FCD #84-41	357,300	343,629	(13,671)	36,153	33,659	(2,494)
COMMUNITY COLLEGE	376,020	343,629	(32,391)	38,025	33,659	(4,366)
COMMUNITY COLLEGE (58150)	376,020	343,629	(32,391)	38,025	33,659	(4,366)
FIRE DISTRICT ASSISTANCE FUND	376,020	343,629	(32,391)	38,025	33,659	(4,366)
FLAGSTAFF SD #1	336,590	336,589	(1)	33,659	33,659	0
JOINT VOCATIONAL TECH INSTITUTE	376,020	343,629	(32,391)	38,025	33,659	(4,366)
MOBILE HOME RELOCATION FUND	376,020	343,629	(32,391)	38,025	33,659	(4,366)
PAGE HOSPITAL DISTRICT #1	18,720	0	(18,720)	1,872	0	(1,872)
PAGE SD #8	18,720	0	(18,720)	1,872	0	(1,872)
PINEWOOD FD	336,590	336,589	(1)	33,659	33,659	0
PINEWOOD SANITARY DISTRICT	336,590	336,589	(1)	33,659	33,659	0
SD #1 BUDGET OVERRIDES	336,590	336,589	(1)	33,659	33,659	0

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor

Page 3 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD #1 CLASS A BONDS	336,590	336,589	(1)	33,659	33,659	0
SD #1 CLASS B BONDS	336,590	336,589	(1)	33,659	33,659	0
SD #2 BUDGET OVERRIDES	20,710	7,040	(13,670)	2,494	0	(2,494)
SD #2 CLASS A BONDS	20,710	7,040	(13,670)	2,494	0	(2,494)
SD #2 CLASS B BONDS	20,710	7,040	(13,670)	2,494	0	(2,494)
SD #8 BUDGET OVERRIDES	18,720	0	(18,720)	1,872	0	(1,872)
SD #8 CLASS A BONDS	18,720	0	(18,720)	1,872	0	(1,872)
SD #8 CLASS B BONDS	18,720	0	(18,720)	1,872	0	(1,872)
STATE SCHOOL TAX EQUALIZATION	376,020	343,629	(32,391)	38,025	33,659	(4,366)
STATE SCHOOL TAX EQUALIZATION (52001)	376,020	343,629	(32,391)	38,025	33,659	(4,366)
WILLIAMS HOSPITAL DISTRICT	20,710	7,040	(13,670)	2,494	0	(2,494)
WILLIAMS SD #2	20,710	7,040	(13,670)	2,494	0	(2,494)

		FCV		S	econdary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CCRASD #99	426,940	367,410	(59,530)	43,520	35,365	(8,155)
CITY OF PAGE (04156)	18,720	0	(18,720)	1,872	0	(1,872)
CITY OF PAGE	18,720	0	(18,720)	1,872	0	(1,872)
COCONINO CO LIBRARY DIS #77-58	426,940	367,410	(59,530)	43,520	35,365	(8,155)
COCONINO COUNTY	426,940	367,410	(59,530)	43,520	35,365	(8,155)
COCONINO COUNTY (52000)	426,940	367,410	(59,530)	43,520	35,365	(8,155)
COCONINO COUNTY FCD #84-41	408,220	367,410	(40,810)	41,648	35,365	(6,283)
COMMUNITY COLLEGE	426,940	367,410	(59,530)	43,520	35,365	(8,155)
COMMUNITY COLLEGE (58150)	426,940	367,410	(59,530)	43,520	35,365	(8,155)
FIRE DISTRICT ASSISTANCE FUND	426,940	367,410	(59,530)	43,520	35,365	(8,155)
FLAGSTAFF SD #1	380,790	353,650	(27,140)	38,079	35,365	(2,714)
JOINT VOCATIONAL TECH INSTITUTE	426,940	367,410	(59,530)	43,520	35,365	(8,155)
MOBILE HOME RELOCATION FUND	426,940	367,410	(59,530)	43,520	35,365	(8,155)

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor

Page 4 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

		FCV		Se	econdary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
PAGE HOSPITAL DISTRICT #1	18,720	0	(18,720)	1,872	0	(1,872)
PAGE SD #8	18,720	0	(18,720)	1,872	0	(1,872)
PINEWOOD FD	380,790	353,650	(27,140)	38,079	35,365	(2,714)
PINEWOOD SANITARY DISTRICT	380,790	353,650	(27,140)	38,079	35,365	(2,714)
SD #1 BUDGET OVERRIDES	380,790	353,650	(27,140)	38,079	35,365	(2,714)
SD #1 CLASS A BONDS	380,790	353,650	(27,140)	38,079	35,365	(2,714)
SD #1 CLASS B BONDS	380,790	353,650	(27,140)	38,079	35,365	(2,714)
SD #2 BUDGET OVERRIDES	27,430	13,760	(13,670)	3,569	0	(3,569)
SD #2 CLASS A BONDS	27,430	13,760	(13,670)	3,569	0	(3,569)
SD #2 CLASS B BONDS	27,430	13,760	(13,670)	3,569	0	(3,569)
SD #8 BUDGET OVERRIDES	18,720	0	(18,720)	1,872	0	(1,872)
SD #8 CLASS A BONDS	18,720	0	(18,720)	1,872	0	(1,872)
SD #8 CLASS B BONDS	18,720	0	(18,720)	1,872	0	(1,872)
STATE SCHOOL TAX EQUALIZATION	426,940	367,410	(59,530)	43,520	35,365	(8,155)
STATE SCHOOL TAX EQUALIZATION (52001)	426,940	367,410	(59,530)	43,520	35,365	(8,155)
WILLIAMS HOSPITAL DISTRICT	27,430	13,760	(13,670)	3,569	0	(3,569)
WILLIAMS SD #2	27,430	13,760	(13,670)	3,569	0	(3,569)

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor

Page 5 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

_		
	I ota	10
1 A X	1011	1.5

lax lotals			
Tax Area	Original	Corrected	Difference
SD# 8 PAGE CITY W/HOSPITAL (JVT)	98.30	0.00	(98.30)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	2,353.90	2,258.04	(95.86)
SD#2 DISTRICT ONLY	142.16	0.00	(142.16)
Total	2,594.36	2,258.04	(336.32)
Tax Type	Original	Corrected	Difference
Ad Valorem	2,594.36	2,340.84	(253.52)
Adjustment	0.00	(82.80)	(82.80)
Total	2,594.36	2,258.04	(336.32)
Tax Authority	Original	Corrected	Difference
02000 - COCONINO COUNTY	151.06	133.72	(17.34)
02001 - STATE SCHOOL TAX EQUALIZATION	125.72	111.28	(14.44)
03000 - MOBILE HOME RELOCATION FUND	9.36	0.00	(9.36)
04156 - CITY OF PAGE (04156)	0.00	0.00	0.00
07001 - FLAGSTAFF SD #1	650.63	650.64	0.01
07002 - WILLIAMS SD #2	51.88	0.00	(51.88)
07016 - PAGE SD #8	24.25	0.00	(24.25)
08150 - COMMUNITY COLLEGE	128.12	113.40	(14.72)
10375 - WILLIAMS HOSPITAL DISTRICT	33.71	0.00	(33.71)
10376 - PAGE HOSPITAL DISTRICT #1	15.33	0.00	(15.33)
11241 - PINEWOOD FD	807.29	749.74	(57.55)
11900 - FIRE DISTRICT ASSISTANCE FUND	39.34	31.97	(7.37)
14900 - COCONINO CO LIBRARY DIS #77-58	103.01	83.71	(19.30)
15000 - COCONINO COUNTY FCD #84-41	80.56	70.74	(9.82)
21002 - PINEWOOD SANITARY DISTRICT	0.00	0.00	0.00
30001 - JOINT VOCATIONAL TECH INSTITUTE	21.76	17.68	(4.08)
30004 - CCRASD #99	0.00	0.00	0.00
52000 - COCONINO COUNTY (52000)	0.00	0.00	0.00
52001 - STATE SCHOOL TAX EQUALIZATION (52001)	0.00	0.00	0.00

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor

Page 6 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2009

Tax Authority	Original	Corrected	Difference
54156 - CITY OF PAGE	0.00	0.00	0.00
57001 - SD #1 BUDGET OVERRIDES	151.37	140.58	(10.79)
57002 - SD #2 BUDGET OVERRIDES	8.95	0.00	(8.95)
57016 - SD #8 BUDGET OVERRIDES	20.68	0.00	(20.68)
58150 - COMMUNITY COLLEGE (58150)	39.09	31.76	(7.33)
67001 - SD #1 CLASS A BONDS	132.25	122.82	(9.43)
67002 - SD #2 CLASS A BONDS	0.00	0.00	0.00
67016 - SD #8 CLASS A BONDS	0.00	0.00	0.00
77001 - SD #1 CLASS B BONDS	0.00	0.00	0.00
77002 - SD #2 CLASS B BONDS	0.00	0.00	0.00
77016 - SD #8 CLASS B BONDS	0.00	0.00	0.00
Total	2,594.36	2,258.04	(336.32)

rfiglerski @ Dec 28, 2012 1:56:32 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
M0002108	11207004 2010.TRC.554S1	2010 12/18/2012	Other TAX ROLL CORRECTI	12/18/2012 bgomez	12/19/2012 kmurphy	12/28/2012 aruiz	12/28/2012 aruiz	
R0046009	40045006 2010.TRC.554S5	2010 12/19/2012	Other PER NOTICE OF CLA	12/19/2012 Irose	12/28/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	
M0113566	00000000 2010.TRC.555S1	2010 12/21/2012	Other TAX ROLL CORRECTI	12/21/2012 bgomez	12/26/2012 kmurphy	12/28/2012 aruiz	12/28/2012 aruiz	
R0049988	50149001 2010.TRC.555S2	2010 12/28/2012	Other ENTERED 2010 TAX	12/28/2012 skauppila	12/28/2012 rfiglerski	12/28/2012 aruiz	12/28/2012 aruiz	

rfiglerski @ Dec 28, 2012 1:58:03 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

Value Totals

Value Totals						
		LPV			Primary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	3,120	0	(3,120)	312	0	(312)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	370,250	349,021	(21,229)	37,025	34,902	(2,123)
SD#2 DISTRICT ONLY	20,430	8,740	(11,690)	2,567	0	(2,567)
Total	393,800	357,761	(36,039)	39,904	34,902	(5,002)
		FCV			Secondary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	3,120	0	(3,120)	312	0	(312)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	375,570	349,021	(26,549)	37,557	34,902	(2,655)
SD#2 DISTRICT ONLY	25,510	13,820	(11,690)	3,380	0	(3,380)
Total	404,200	362,841	(41,359)	41,249	34,902	(6,347)
		LPV			Primary Taxable	
Legal Class	Original	LPV Corrected	Difference	Original	Primary Taxable Corrected	Difference
Legal Class AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS	Original 8,740		Difference 0	Original 1,398	•	Difference (1,398)
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND		Corrected			Corrected	
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS	8,740	Corrected 8,740	0	1,398	Corrected 0	(1,398)
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS PRIMARY RESIDENCE	8,740 385,060	8,740 349,021	(36,039)	1,398 38,506	Corrected 0 34,902	(1,398)
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS PRIMARY RESIDENCE	8,740 385,060	349,021 357,761	(36,039)	1,398 38,506	34,902 34,902	(1,398)
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS PRIMARY RESIDENCE Total	8,740 385,060 393,800	349,021 357,761	(36,039) (36,039)	1,398 38,506 39,904	Corrected 0 34,902 34,902 Secondary Taxable	(1,398) (3,604) (5,002)

rfiglerski @ Dec 28, 2012 1:58:03 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

		FCV		S	econdary Taxable	ı
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
OWNER-OCCUPIED RESIDENTIAL (1300)	130,660	130,660	0	13,066	13,066	0
OWNER-OCCUPIED RESIDENTIAL (2300)	244,910	218,361	(26,549)	24,491	21,836	(2,655)
OWNER-OCCUPIED RESIDENTIAL	14,810	0	(14,810)	1,481	0	(1,481)
Total	404,200	362,841	(41,359)	41,249	34,902	(6,347)

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CCRASD #99	393,800	357,761	(36,039)	39,904	34,902	(5,002)
CITY OF FLAGSTAFF (04151)	3,120	0	(3,120)	312	0	(312)
CITY OF FLAGSTAFF	3,120	0	(3,120)	312	0	(312)
COCONINO CO LIBRARY DIS #77-58	393,800	357,761	(36,039)	39,904	34,902	(5,002)
COCONINO COUNTY (02000)	393,800	357,761	(36,039)	39,904	34,902	(5,002)
COCONINO COUNTY	393,800	357,761	(36,039)	39,904	34,902	(5,002)
COCONINO COUNTY FCD #84-41	390,680	357,761	(32,919)	39,592	34,902	(4,690)
COMMUNITY COLLEGE	393,800	357,761	(36,039)	39,904	34,902	(5,002)
COMMUNITY COLLEGE (58150)	393,800	357,761	(36,039)	39,904	34,902	(5,002)
FIRE DISTRICT ASSISTANCE FUND	393,800	357,761	(36,039)	39,904	34,902	(5,002)
FLAGSTAFF SD #1	373,370	349,021	(24,349)	37,337	34,902	(2,435)
JOINT VOCATIONAL TECH INSTITUTE	393,800	357,761	(36,039)	39,904	34,902	(5,002)
MOBILE HOME RELOCATION FUND	393,800	357,761	(36,039)	39,904	34,902	(5,002)
PINEWOOD FD	370,250	349,021	(21,229)	37,025	34,902	(2,123)
PINEWOOD SANITARY DISTRICT	370,250	349,021	(21,229)	37,025	34,902	(2,123)
PUBLIC HEALTH SERVICE DISTRICT	393,800	357,761	(36,039)	39,904	34,902	(5,002)
SD #1 BUDGET OVERRIDES	373,370	349,021	(24,349)	37,337	34,902	(2,435)
SD #1 CLASS A BONDS	373,370	349,021	(24,349)	37,337	34,902	(2,435)
SD #1 CLASS B BONDS	373,370	349,021	(24,349)	37,337	34,902	(2,435)
SD #2 BUDGET OVERRIDES	20,430	8,740	(11,690)	2,567	0	(2,567)
SD #2 CLASS A BONDS	20,430	8,740	(11,690)	2,567	0	(2,567)

rfiglerski @ Dec 28, 2012 1:58:03 PM Coconino County Assessor

Page 3 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

LPV			Primary Taxable			
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD #2 CLASS B BONDS	20,430	8,740	(11,690)	2,567	0	(2,567)
STATE SCHOOL TAX EQUALIZATION (02001)	393,800	357,761	(36,039)	39,904	34,902	(5,002)
STATE SCHOOL TAX EQUALIZATION	393,800	357,761	(36,039)	39,904	34,902	(5,002)
WILLIAMS HOSPITAL DISTRICT	20,430	8,740	(11,690)	2,567	0	(2,567)
WILLIAMS SD #2	20,430	8,740	(11,690)	2,567	0	(2,567)

		FCV		S	econdary Taxable	;
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CCRASD #99	404,200	362,841	(41,359)	41,249	34,902	(6,347)
CITY OF FLAGSTAFF (04151)	3,120	0	(3,120)	312	0	(312)
CITY OF FLAGSTAFF	3,120	0	(3,120)	312	0	(312)
COCONINO CO LIBRARY DIS #77-58	404,200	362,841	(41,359)	41,249	34,902	(6,347)
COCONINO COUNTY (02000)	404,200	362,841	(41,359)	41,249	34,902	(6,347)
COCONINO COUNTY	404,200	362,841	(41,359)	41,249	34,902	(6,347)
COCONINO COUNTY FCD #84-41	401,080	362,841	(38,239)	40,937	34,902	(6,035)
COMMUNITY COLLEGE	404,200	362,841	(41,359)	41,249	34,902	(6,347)
COMMUNITY COLLEGE (58150)	404,200	362,841	(41,359)	41,249	34,902	(6,347)
FIRE DISTRICT ASSISTANCE FUND	404,200	362,841	(41,359)	41,249	34,902	(6,347)
FLAGSTAFF SD #1	378,690	349,021	(29,669)	37,869	34,902	(2,967)
JOINT VOCATIONAL TECH INSTITUTE	404,200	362,841	(41,359)	41,249	34,902	(6,347)
MOBILE HOME RELOCATION FUND	404,200	362,841	(41,359)	41,249	34,902	(6,347)
PINEWOOD FD	375,570	349,021	(26,549)	37,557	34,902	(2,655)
PINEWOOD SANITARY DISTRICT	375,570	349,021	(26,549)	37,557	34,902	(2,655)
PUBLIC HEALTH SERVICE DISTRICT	404,200	362,841	(41,359)	41,249	34,902	(6,347)
SD #1 BUDGET OVERRIDES	378,690	349,021	(29,669)	37,869	34,902	(2,967)
SD #1 CLASS A BONDS	378,690	349,021	(29,669)	37,869	34,902	(2,967)
SD #1 CLASS B BONDS	378,690	349,021	(29,669)	37,869	34,902	(2,967)
SD #2 BUDGET OVERRIDES	25,510	13,820	(11,690)	3,380	0	(3,380)

rfiglerski @ Dec 28, 2012 1:58:03 PM Coconino County Assessor

Page 4 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

FCV			Secondary Taxable			
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD #2 CLASS A BONDS	25,510	13,820	(11,690)	3,380	0	(3,380)
SD #2 CLASS B BONDS	25,510	13,820	(11,690)	3,380	0	(3,380)
STATE SCHOOL TAX EQUALIZATION (02001)	404,200	362,841	(41,359)	41,249	34,902	(6,347)
STATE SCHOOL TAX EQUALIZATION	404,200	362,841	(41,359)	41,249	34,902	(6,347)
WILLIAMS HOSPITAL DISTRICT	25,510	13,820	(11,690)	3,380	0	(3,380)
WILLIAMS SD #2	25,510	13,820	(11,690)	3,380	0	(3,380)



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

$1 \circ v$		าเก
ıax	I ota	วเอ

lax lotals			
Tax Area	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	20.36	0.00	(20.36)
SD#1 PINEWOOD SANITARY/FIRE DISTRICT	2,779.00	2,598.64	(180.36)
SD#2 DISTRICT ONLY	162.04	0.00	(162.04)
Total	2,961.40	2,598.64	(362.76)
Тах Туре	Original	Corrected	Difference
Ad Valorem	2,961.40	2,703.86	(257.54)
Adjustment	0.00	(105.22)	(105.22)
Total	2,961.40	2,598.64	(362.76)
Tax Authority	Original	Corrected	Difference
02000 - COCONINO COUNTY (02000)	157.74	137.98	(19.76)
02001 - STATE SCHOOL TAX EQUALIZATION (02001)	142.22	124.39	(17.83)
03000 - MOBILE HOME RELOCATION FUND	0.00	0.00	0.00
04151 - CITY OF FLAGSTAFF (04151)	2.02	0.00	(2.02)
07001 - FLAGSTAFF SD #1	813.51	760.43	(53.08)
07002 - WILLIAMS SD #2	62.23	0.00	(62.23)
08150 - COMMUNITY COLLEGE	133.77	116.99	(16.78)
10375 - WILLIAMS HOSPITAL DISTRICT	33.79	0.00	(33.79)
11241 - PINEWOOD FD	829.72	771.05	(58.67)
11900 - FIRE DISTRICT ASSISTANCE FUND	38.16	32.28	(5.88)
14900 - COCONINO CO LIBRARY DIS #77-58	97.64	82.61	(15.03)
15000 - COCONINO COUNTY FCD #84-41	79.53	69.80	(9.73)
21002 - PINEWOOD SANITARY DISTRICT	0.00	0.00	0.00
29999 - PUBLIC HEALTH SERVICE DISTRICT	103.12	87.25	(15.87)
30001 - JOINT VOCATIONAL TECH INSTITUTE	20.63	17.45	(3.18)
30004 - CCRASD #99	0.00	0.00	0.00
52000 - COCONINO COUNTY	0.00	0.00	0.00
52001 - STATE SCHOOL TAX EQUALIZATION	0.00	0.00	0.00
54151 - CITY OF FLAGSTAFF	2.61	0.00	(2.61)

rfiglerski @ Dec 28, 2012 1:58:03 PM Coconino County Assessor

Page 6 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2010

Tax Authority	Original	Corrected	Difference
57001 - SD #1 BUDGET OVERRIDES	278.99	257.12	(21.87)
57002 - SD #2 BUDGET OVERRIDES	9.19	0.00	(9.19)
58150 - COMMUNITY COLLEGE (58150)	39.43	33.37	(6.06)
67001 - SD #1 CLASS A BONDS	117.10	107.92	(9.18)
67002 - SD #2 CLASS A BONDS	0.00	0.00	0.00
77001 - SD #1 CLASS B BONDS	0.00	0.00	0.00
77002 - SD #2 CLASS B BONDS	0.00	0.00	0.00
Total	2,961.40	2,598.64	(362.76)



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0019219	20354011 2011.TRC.554S1	2011 12/10/2012	Other TAX ROLL CORRECTI	12/10/2012 bsnodgrass	12/10/2012 bsnodgrass	12/17/2012 cmazon	12/17/2012 cmazon	
M0005080	11356009 2011.TRC.554S2	2011 12/18/2012	Other TRC FOR 2011 & 20	12/18/2012 cwinquest	12/18/2012 Irose	12/28/2012 aruiz	12/28/2012 aruiz	
R0046009	40045006 2011.TRC.554S6	2011 12/19/2012	Other PER NOTICE OF CLA	12/19/2012 Irose	12/28/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor

Page 1 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

Value Totals						
		LPV			Primary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	25,090	0	(25,090)	2,509	0	(2,509)
SD#1 PINEWOOD F.D./SANITARY	361,840	336,120	(25,720)	36,184	33,612	(2,572)
SD#10 MAINE CONSOLIDATED/PONDEROSA F.D.	357,760	324,557	(33,203)	35,776	32,985	(2,791)
Total	744,690	660,677	(84,013)	74,469	66,597	(7,872)
		FCV			Secondary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	25,090	0	(25,090)	2,509	0	(2,509)
SD#1 PINEWOOD F.D./SANITARY	361,840	336,120	(25,720)	36,184	33,612	(2,572)
SD#10 MAINE CONSOLIDATED/PONDEROSA F.D.	372,800	324,557	(48,243)	37,280	32,985	(4,295)
Total	759,730	660,677	(99,053)	75,973	66,597	(9,376)
		LPV			Primary Taxable	
Legal Class	Original	Corrected	Difference	Original	Corrected	Difference
PRIMARY RESIDENCE	744,690	651,865	(92,825)	74,469	65,187	(9,282)
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS		8,812	8,812		1,410	1,410
Total	744,690	660,677	(84,013)	74,469	66,597	(7,872)
		FCV			Secondary Taxable	
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
OWNER-OCCUPIED RESIDENTIAL (1300)	172,480	166,207	(6,273)	17,248	16,621	(627)
OWNER-OCCUPIED RESIDENTIAL	562,160	485,658	(76,502)	56,216	48,566	(7,650)
OWNER-OCCUPIED RESIDENTIAL (3300)	25,090	0	(25,090)	2,509	0	(2,509)

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

	FCV			Secondary Taxable		
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3, (1215)		6,273	6,273	-	1,004	1,004
VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,		2,539	2,539		406	406
Total	759,730	660,677	(99,053)	75,973	66,597	(9,376)
		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CITY OF FLAGSTAFF	25,090	0	(25,090)	2,509	0	(2,509)
CITY OF FLAGSTAFF (54151)	25,090	0	(25,090)	2,509	0	(2,509)
COCONINO COUNTY	744,690	660,677	(84,013)	74,469	66,597	(7,872)
COCONINO COUNTY (52000)	744,690	660,677	(84,013)	74,469	66,597	(7,872)
COMMUNITY COLLEGE (08150)	744,690	660,677	(84,013)	74,469	66,597	(7,872)
COMMUNITY COLLEGE	744,690	660,677	(84,013)	74,469	66,597	(7,872)
FD ASSISTANCE FUND	744,690	660,677	(84,013)	74,469	66,597	(7,872)
FD PINEWOOD	361,840	336,120	(25,720)	36,184	33,612	(2,572)
FD PONDEROSA	357,760	324,557	(33,203)	35,776	32,985	(2,791)
FLOOD CONTROL DIST	719,600	660,677	(58,923)	71,960	66,597	(5,363)
JTED-CAVIAT	386,930	336,120	(50,810)	38,693	33,612	(5,081)
LIBRARY DISTRICT	744,690	660,677	(84,013)	74,469	66,597	(7,872)
MOBILE HOME RELOCATION	744,690	660,677	(84,013)	74,469	66,597	(7,872)
PUB HEALTH SERVICE	744,690	660,677	(84,013)	74,469	66,597	(7,872)
RURAL ACCOMOD SCHOOL	744,690	660,677	(84,013)	74,469	66,597	(7,872)
SAN DIST PINEWOOD	361,840	336,120	(25,720)	36,184	33,612	(2,572)
SD#1 ADJACENT WAYS	386,930	336,120	(50,810)	38,693	33,612	(5,081)
SD#1 BUDGET OVERRIDES	386,930	336,120	(50,810)	38,693	33,612	(5,081
SD#1 CLASS A BONDS	386,930	336,120	(50,810)	38,693	33,612	(5,081
SD#1 CLASS B BONDS	386,930	336,120	(50,810)	38,693	33,612	(5,081
SD#1 FLAGSTAFF	386,930	336,120	(50,810)	38,693	33,612	(5,081)

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD#10 ADJACENT WAYS	357,760	324,557	(33,203)	35,776	32,985	(2,791)
SD#10 BUDGET OVERRIDES	357,760	324,557	(33,203)	35,776	32,985	(2,791)
SD#10 CLASS A BONDS	357,760	324,557	(33,203)	35,776	32,985	(2,791)
SD#10 CLASS B BONDS	357,760	324,557	(33,203)	35,776	32,985	(2,791)
SD#10 MAINE	357,760	324,557	(33,203)	35,776	32,985	(2,791)
ST SCHL EQUALIZATION (02001)	744,690	660,677	(84,013)	74,469	66,597	(7,872)
ST SCHL EQUALIZATION	744,690	660,677	(84,013)	74,469	66,597	(7,872)

	FCV			Secondary Taxable			
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference	
CITY OF FLAGSTAFF	25,090	0	(25,090)	2,509	0	(2,509)	
CITY OF FLAGSTAFF (54151)	25,090	0	(25,090)	2,509	0	(2,509)	
COCONINO COUNTY	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
COCONINO COUNTY (52000)	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
COMMUNITY COLLEGE (08150)	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
COMMUNITY COLLEGE	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
FD ASSISTANCE FUND	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
FD PINEWOOD	361,840	336,120	(25,720)	36,184	33,612	(2,572)	
FD PONDEROSA	372,800	324,557	(48,243)	37,280	32,985	(4,295)	
FLOOD CONTROL DIST	734,640	660,677	(73,963)	73,464	66,597	(6,867)	
JTED-CAVIAT	386,930	336,120	(50,810)	38,693	33,612	(5,081)	
LIBRARY DISTRICT	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
MOBILE HOME RELOCATION	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
PUB HEALTH SERVICE	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
RURAL ACCOMOD SCHOOL	759,730	660,677	(99,053)	75,973	66,597	(9,376)	
SAN DIST PINEWOOD	361,840	336,120	(25,720)	36,184	33,612	(2,572)	
SD#1 ADJACENT WAYS	386,930	336,120	(50,810)	38,693	33,612	(5,081)	
SD#1 BUDGET OVERRIDES	386,930	336,120	(50,810)	38,693	33,612	(5,081)	
SD#1 CLASS A BONDS	386,930	336,120	(50,810)	38,693	33,612	(5,081)	
SD#1 CLASS B BONDS	386,930	336,120	(50,810)	38,693	33,612	(5,081)	

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

		FCV		S	econdary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 FLAGSTAFF	386,930	336,120	(50,810)	38,693	33,612	(5,081)
SD#10 ADJACENT WAYS	372,800	324,557	(48,243)	37,280	32,985	(4,295)
SD#10 BUDGET OVERRIDES	372,800	324,557	(48,243)	37,280	32,985	(4,295)
SD#10 CLASS A BONDS	372,800	324,557	(48,243)	37,280	32,985	(4,295)
SD#10 CLASS B BONDS	372,800	324,557	(48,243)	37,280	32,985	(4,295)
SD#10 MAINE	372,800	324,557	(48,243)	37,280	32,985	(4,295)
ST SCHL EQUALIZATION (02001)	759,730	660,677	(99,053)	75,973	66,597	(9,376)
ST SCHL EQUALIZATION	759,730	660,677	(99,053)	75,973	66,597	(9,376)



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

$1 \circ v$		าเก
ıax	I ota	วเอ

Tax Totals			
Tax Area	Original	Corrected	Difference
SD#1 FLAGSTAFF CITY	188.78	0.00	(188.78)
SD#1 PINEWOOD F.D./SANITARY	3,047.82	2,831.16	(216.66)
SD#10 MAINE CONSOLIDATED/PONDEROSA F.D.	2,590.22	2,359.58	(230.64)
Total	5,826.82	5,190.74	(636.08)
Tax Type	Original	Corrected	Difference
Ad Valorem	5,826.82	5,190.74	(636.08)
Total	5,826.82	5,190.74	(636.08)
Tax Authority	Original	Corrected	Difference
02000 - COCONINO COUNTY	320.43	286.56	(33.87)
02001 - ST SCHL EQUALIZATION (02001)	317.17	283.63	(33.54)
03000 - MOBILE HOME RELOCATION	12.54	0.00	(12.54)
04151 - CITY OF FLAGSTAFF	17.35	0.00	(17.35)
07001 - SD#1 FLAGSTAFF	887.84	771.25	(116.59)
07010 - SD#10 MAINE	1,100.64	1,025.36	(75.28)
08150 - COMMUNITY COLLEGE (08150)	271.75	243.01	(28.74)
11241 - FD PINEWOOD	914.37	849.38	(64.99)
11526 - FD PONDEROSA	644.95	570.65	(74.30)
11900 - FD ASSISTANCE FUND	74.91	65.66	(9.25)
14900 - LIBRARY DISTRICT	179.83	157.64	(22.19)
15000 - FLOOD CONTROL DIST	293.86	266.38	(27.48)
21002 - SAN DIST PINEWOOD	0.00	0.00	0.00
29999 - PUB HEALTH SERVICE	189.93	166.49	(23.44)
30001 - JTED-CAVIAT	19.34	16.81	(2.53)
30004 - RURAL ACCOMOD SCHOOL	0.00	0.00	0.00
52000 - COCONINO COUNTY (52000)	0.00	0.00	0.00
52001 - ST SCHL EQUALIZATION	0.00	0.00	0.00
54151 - CITY OF FLAGSTAFF (54151)	20.99	0.00	(20.99)
57001 - SD#1 BUDGET OVERRIDES	308.04	267.59	(40.45)

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor

Page 6 of 7



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2011

Tax Authority	Original	Corrected	Difference
57010 - SD#10 BUDGET OVERRIDES	0.00	0.00	0.00
58150 - COMMUNITY COLLEGE	82.43	72.26	(10.17)
67001 - SD#1 CLASS A BONDS	0.00	0.00	0.00
67010 - SD#10 CLASS A BONDS	0.00	0.00	0.00
77001 - SD#1 CLASS B BONDS	161.70	140.47	(21.23)
77010 - SD#10 CLASS B BONDS	0.00	0.00	0.00
87001 - SD#1 ADJACENT WAYS	8.75	7.60	(1.15)
87010 - SD#10 ADJACENT WAYS	0.00	0.00	0.00
Total	5,826.82	5,190.74	(636.08)

rfiglerski @ Dec 28, 2012 1:59:21 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0042199	30323001W 2012.TRC.530S5	2012 10/10/2012	Other TAX ROLL CORRECTI	10/10/2012 bgomez	11/01/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
R0040941	80221021 2012.TRC.540S17	2012 11/01/2012	Other PER NOPC FOR 2012	11/01/2012 ddrew	11/01/2012 Irose	12/17/2012 cmazon	12/17/2012 cmazon	
R0028996	40077011 2012.TRC.540S2	2012 10/31/2012	Other ASSESSOR'S RECORD	10/31/2012 bcomstock	11/01/2012 Irose	12/17/2012 cmazon	12/17/2012 cmazon	12/26/2012 Connie Weatherby
P0130031	10404011D 2012.TRC.540S25	2012 11/01/2012	Other TAX ROLL CORRECTI	11/01/2012 bgomez	11/01/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
R0044146	10511021 2012.TRC.540S26	2012 11/01/2012	Other TRC PER NOTICE OF	11/01/2012 cwinquest	11/05/2012 Irose	12/17/2012 cmazon	12/17/2012 cmazon	
M0113876	10704034B 2012.TRC.540S4	2012 10/31/2012	Other TRC SUBMITTED PER	10/31/2012 cwinquest	11/01/2012 Irose	12/17/2012 cmazon	12/17/2012 cmazon	
R0061721	80037011 2012.TRC.545S1	2012 11/07/2012	Other TRC PER NOTICE OF	11/07/2012 cwinquest	12/10/2012 Irose	12/17/2012 cmazon	12/17/2012 cmazon	
P0130111	50224002B 2012.TRC.550S1	2012 11/16/2012	Other TAX ROLL CORRECTI	11/16/2012 cmcknight	11/16/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
R0004837	20136005 2012.TRC.550S3	2012 11/20/2012	Other TAX ROLL CORRECTI	11/20/2012 bhampton	12/12/2012 bcazares	12/17/2012 cmazon	12/17/2012 cmazon	
R0020563	20528010 2012.TRC.550S4	2012 11/20/2012	Other PER STIPULATED JU	11/20/2012 aruiz	11/20/2012 aruiz	12/17/2012 cmazon	12/17/2012 cmazon	
R0060969	10702045 2012.TRC.550S5	2012 11/20/2012	Other PER DEPUTY ASSESS	11/20/2012 rkempf	11/20/2012 rfiglerski	12/17/2012 cmazon	12/17/2012 cmazon	
R0044198	11218034B 2012.TRC.550S6	2012 11/20/2012	Other PER DEPUTY ASSESS	11/20/2012 rkempf	11/20/2012 rfiglerski	12/17/2012 cmazon	12/17/2012 cmazon	
P0113848	11229012A 2012.TRC.550S8	2012 11/26/2012	Other TAX ROLL CORRECTI	11/26/2012 bgomez	11/27/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 1 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0018604	10915016 2012.TRC.552S1	2012 11/29/2012	Other PER SALES AFF DAT	11/29/2012 ddrew	11/29/2012 ddrew	11/29/2012 ddrew	11/29/2012 ddrew	
R0045136	11336111 2012.TRC.552S2	2012 11/29/2012	Other PER SALES AFF DAT	11/29/2012 ddrew	11/29/2012 ddrew	11/29/2012 ddrew	11/29/2012 ddrew	
C0055218	99951701 2012.TRC.552S3	2012 12/03/2012	Other REDUCE LAND FULL 	12/03/2012 jbender	12/06/2012 hortiz	12/17/2012 cmazon	12/17/2012 cmazon	
P0127764	00000000 2012.TRC.552S4	2012 12/04/2012	Omitted Taxes TAX ROLL CORRECTI	12/04/2012 bgomez	12/04/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
M0007247	20202036B 2012.TRC.554S1	2012 12/06/2012	Other TAX ROLL CORRECTI	12/06/2012 bgomez	12/06/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
R0348908	11619051H 2012.TRC.554S10	2012 12/19/2012	Other TAX ROLL CORRECTI	12/19/2012 bcazares	12/19/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	
R0348909	11619051J 2012.TRC.554S11	2012 12/19/2012	Other TAX ROLL CORRECTI	12/19/2012 bcazares	12/19/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	
M0035927	20232002G 2012.TRC.554S2	2012 12/11/2012	Other TAX ROLL CORRECTI	12/11/2012 bgomez	12/12/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
M0105214	20246035 2012.TRC.554S3	2012 12/12/2012	Other TAX ROLL CORRECTI	12/12/2012 bgomez	12/12/2012 kmurphy	12/17/2012 cmazon	12/17/2012 cmazon	
R0011367	40057202A 2012.TRC.554S4	2012 12/17/2012	Other REMOVED FROM THE 	12/17/2012 bcomstock	12/17/2012 Irose	12/28/2012 aruiz	12/28/2012 aruiz	
M0005080	11356009 2012.TRC.554S5	2012 12/18/2012	Other TRC FOR 2011 & 20	12/18/2012 cwinquest	12/18/2012 Irose	12/28/2012 aruiz	12/28/2012 aruiz	
R0348907	11619051G 2012.TRC.554S9	2012 12/19/2012	Other TAX ROLL CORRECTI	12/19/2012 bcazares	12/19/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	
R0048361	11216039 2012.TRC.555S1	2012 12/27/2012	Other ENTERED 2012 TAX	12/27/2012 skauppila	12/28/2012 rfiglerski	12/28/2012 aruiz	12/28/2012 aruiz	

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Account	Parcel ID	Tax Year Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0049988	50149001 2012.TRC.555S2	2012 12/28/2012	Other ENTERED 2012 TAX	12/28/2012 skauppila	12/28/2012 rfiglerski	12/28/2012 aruiz	12/28/2012 aruiz	
R0046009	40045006 2012.TRC.555S3	2012 12/28/2012	Other PER NOTICE OF CLA	12/28/2012 Irose	12/28/2012 hortiz	12/28/2012 aruiz	12/28/2012 aruiz	

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Value Totals

		LPV			Primary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 CITY OF FLAGSTAFF	16,916,207	17,078,037	161,830	2,473,680	2,495,325	21,645
SD#1 FD HIGHLANDS/CID-TOHO TOLANI	308,100	224,061	(84,039)	49,296	35,850	(13,446)
SD#1 FD PINEWOOD/SAN DIST PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
SD#1 FD SUMMIT	1,145,899	1,167,820	21,921	171,884	175,174	3,290
SD#1 NAVAJO RESERVATION	5,894,581	5,989,577	94,996	884,187	898,437	14,250
SD#1 ONLY	41,530,486	41,197,658	(332,828)	6,228,225	6,178,568	(49,657)
SD#2 CITY OF WILLIAMS	5,417,392	5,515,526	98,134	805,599	820,320	14,721
SD#2 ONLY	40,274,584	40,823,541	548,957	6,036,173	6,122,508	86,335
SD#8 CITY OF PAGE/HOSP DIST PAGE/JTED-CAVIAT	230,615	542,197	311,582	37,967	67,089	29,122
SD#10 ONLY	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#31 JTED-MOUNTAIN INSTITUTE	87,376	88,864	1,488	13,106	13,330	224
Total	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118

		FCV		S	econdary Taxable	•
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#1 CITY OF FLAGSTAFF	17,238,923	17,096,677	(142,246)	2,520,851	2,497,190	(23,661)
SD#1 FD HIGHLANDS/CID-TOHO TOLANI	314,370	228,610	(85,760)	50,298	36,578	(13,720)
SD#1 FD PINEWOOD/SAN DIST PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
SD#1 FD SUMMIT	1,167,820	1,167,820	0	175,174	175,174	0
SD#1 NAVAJO RESERVATION	5,989,577	5,989,577	0	898,437	898,437	0
SD#1 ONLY	42,200,315	41,860,804	(339,511)	6,328,698	6,278,040	(50,658)
SD#2 CITY OF WILLIAMS	5,515,526	5,515,526	0	820,320	820,320	0
SD#2 ONLY	40,935,454	40,823,541	(111,913)	6,135,298	6,122,508	(12,790)
SD#8 CITY OF PAGE/HOSP DIST PAGE/JTED-CAVIAT	234,145	543,091	308,946	38,532	67,179	28,647

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 4 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

		FCV			Secondary Taxable	
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
SD#10 ONLY	8,797,802	8,797,802	0	1,319,670	1,319,670	0
SD#31 JTED-MOUNTAIN INSTITUTE	88,864	88,864	0	13,330	13,330	0
Total	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
		LPV			Primary Taxable	
Legal Class	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS	513,130	355,652	(157,478)	82,101	55,557	(26,544)
COMMERCIAL & INDUSTRIAL PERSONAL PROPERTY	211,651	128,978	(82,673)	42,330	25,796	(16,534)
NON-PRIMARY/BANK OWNED/NOT IN OTHER CLASSES RESIDENTIAL	2,092,924	481,171	(1,611,753)	209,293	48,117	(161,176)
PRIMARY RESIDENCE	178,411	1,796,398	1,617,987	17,841	179,640	161,799
RAILROADS	118,143,026	119,136,456	993,430	17,721,454	17,870,468	149,014
RENTAL RESIDENTIAL		105,590	105,590		10,559	10,559
Total	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
		FCV			Secondary Taxable	
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
AG/VACANT LAND/NON-PROFIT- REAL PROPERTY AND IMPROVEMENTS	208,020	31,880	(176,140)	33,284	3,840	(29,444)
AG/VACANT LAND/NON-PROFIT- REAL PROPERTY AND IMPROVEMENTS (2210)	540	540	0	86	0	(86)
COMMERCIAL & INDUSTRIAL PERSONAL PROPERTY	211,651	128,978	(82,673)	42,330	25,796	(16,534)
NON PRIMARY BANK OWNED NOT IN OTHER CLASSES RESIDENTIAL	713,410	241,000	(472,410)	71,341	24,100	(47,241)
NON PRIMARY BANK OWNED NOT IN OTHER CLASSES RESIDENTIAL (2401)	1,352,150	238,991	(1,113,159)	135,215	23,899	(111,316)

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 5 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

		FCV			Secondary Taxable	
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
NON PRIMARY BANK OWNED NOT IN OTHER CLASSES RESIDENTIAL (3401)	48,561	1,180	(47,381)	4,857	118	(4,739)
PRIMARY RESIDENCE	47,600	588,180	540,580	4,760	58,818	54,058
PRIMARY RESIDENCE (2300)	39,560	1,227,752	1,188,192	3,956	122,776	118,820
PRIMARY RESIDENCE (3300)	94,861	0	(94,861)	9,486	0	(9,486)
RAILROADS (1501)	34,320,413	33,986,272	(334,141)	5,148,062	5,097,941	(50,121
RAILROADS	65,215,257	65,215,257	0	9,782,289	9,782,289	0
RAILROADS (3501)	20,598,073	20,598,073	0	3,089,711	3,089,711	0
VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,	314,370	312,610	(1,760)	50,298	50,018	(280)
RENTAL RESIDENTIAL (1402)		19,790	19,790		1,979	1,979
RENTAL RESIDENTIAL		85,800	85,800		8,580	8,580
VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3, (2215)		15,171	15,171		2,427	2,427
Total	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CID-TOHO TOLANI	308,100	224,061	(84,039)	49,296	35,850	(13,446)
CITY OF FLAGSTAFF (04151)	16,916,207	17,078,037	161,830	2,473,680	2,495,325	21,645
CITY OF FLAGSTAFF	16,916,207	17,078,037	161,830	2,473,680	2,495,325	21,645
CITY OF PAGE	230,615	542,197	311,582	37,967	67,089	29,122
CITY OF PAGE (54156)	230,615	542,197	311,582	37,967	67,089	29,122
CITY OF WILLIAMS (04153)	5,417,392	5,515,526	98,134	805,599	820,320	14,721
CITY OF WILLIAMS	5,417,392	5,515,526	98,134	805,599	820,320	14,721
COCONINO COUNTY (02000)	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
COCONINO COUNTY	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
COMMUNITY COLLEGE	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
COMMUNITY COLLEGE	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 6 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
FD ASSISTANCE FUND	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
FD HIGHLANDS	308,100	224,061	(84,039)	49,296	35,850	(13,446)
FD PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
FD SUMMIT	1,145,899	1,167,820	21,921	171,884	175,174	3,290
FLOOD CONTROL DIST	103,992,320	104,384,011	391,691	15,561,372	15,627,723	66,351
HOSP DIST PAGE	230,615	542,197	311,582	37,967	67,089	29,122
HOSP DIST WILLIAMS	45,779,352	46,427,931	648,579	6,854,878	6,956,158	101,280
JTED-CAVIAT	112,399,534	113,117,579	718,045	16,762,078	16,857,137	95,059
JTED-MOUNTAIN INSTIT	87,376	88,864	1,488	13,106	13,330	224
LIBRARY DISTRICT	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
MOBILE HOME RELOCATION	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
PUB HEALTH SERVICE	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
RES NAVAJO INDIAN	5,894,581	5,989,577	94,996	884,187	898,437	14,250
RURAL ACCOMOD SCHOOL	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
SAN DIST PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
SD#1 ADJACENT WAYS	66,476,943	66,236,315	(240,628)	9,882,339	9,847,220	(35,119)
SD#1 BUDGET OVERRIDES	66,476,943	66,236,315	(240,628)	9,882,339	9,847,220	(35,119)
SD#1 CLASS A BONDS	66,476,943	66,236,315	(240,628)	9,882,339	9,847,220	(35,119)
SD#1 CLASS B BONDS	66,476,943	66,236,315	(240,628)	9,882,339	9,847,220	(35,119)
SD#1 FLAGSTAFF	66,476,943	66,236,315	(240,628)	9,882,339	9,847,220	(35,119)
SD#2 ADJACENT WAYS	45,691,976	46,339,067	647,091	6,841,772	6,942,828	101,056
SD#2 BUDGET OVERRIDES	45,691,976	46,339,067	647,091	6,841,772	6,942,828	101,056
SD#2 CLASS A BONDS	45,691,976	46,339,067	647,091	6,841,772	6,942,828	101,056
SD#2 CLASS B BONDS	45,691,976	46,339,067	647,091	6,841,772	6,942,828	101,056
SD#2 WILLIAMS	45,691,976	46,339,067	647,091	6,841,772	6,942,828	101,056
SD#8 ADJACENT WAYS	230,615	542,197	311,582	37,967	67,089	29,122
SD#8 BUDGET OVERRIDES	230,615	542,197	311,582	37,967	67,089	29,122
SD#8 CLASS A BONDS	230,615	542,197	311,582	37,967	67,089	29,122
SD#8 CLASS B BONDS	230,615	542,197	311,582	37,967	67,089	29,122
SD#8 PAGE	230,615	542,197	311,582	37,967	67,089	29,122

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 7 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

		LPV			Primary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD#10 ADJACENT WAYS	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#10 BUDGET OVERRIDES	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#10 CLASS A BONDS	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#10 CLASS B BONDS	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#10 MAINE	8,652,232	8,797,802	145,570	1,297,835	1,319,670	21,835
SD#31 ADJACENT WAYS	87,376	88,864	1,488	13,106	13,330	224
SD#31 ASH FORK	87,376	88,864	1,488	13,106	13,330	224
SD#31 BUDGET OVERRIDES	87,376	88,864	1,488	13,106	13,330	224
SD#31 CLASS A BONDS	87,376	88,864	1,488	13,106	13,330	224
SD#31 CLASS B BONDS	87,376	88,864	1,488	13,106	13,330	224
ST SCHL EQUALIZATION	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118
ST SCHL EQUALIZATION	121,139,142	122,004,245	865,103	18,073,019	18,190,137	117,118

	FCV		;	Secondary Taxable)	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
CID-TOHO TOLANI	314,370	228,610	(85,760)	50,298	36,578	(13,720)
CITY OF FLAGSTAFF (04151)	17,238,923	17,096,677	(142,246)	2,520,851	2,497,190	(23,661)
CITY OF FLAGSTAFF	17,238,923	17,096,677	(142,246)	2,520,851	2,497,190	(23,661)
CITY OF PAGE	234,145	543,091	308,946	38,532	67,179	28,647
CITY OF PAGE (54156)	234,145	543,091	308,946	38,532	67,179	28,647
CITY OF WILLIAMS (04153)	5,515,526	5,515,526	0	820,320	820,320	0
CITY OF WILLIAMS	5,515,526	5,515,526	0	820,320	820,320	0
COCONINO COUNTY (02000)	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
COCONINO COUNTY	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
COMMUNITY COLLEGE	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
COMMUNITY COLLEGE	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
FD ASSISTANCE FUND	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
FD HIGHLANDS	314,370	228,610	(85,760)	50,298	36,578	(13,720)
FD PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
FD SUMMIT	1,167,820	1,167,820	0	175,174	175,174	0

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 8 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

		FCV			Secondary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
FLOOD CONTROL DIST	105,691,398	105,051,706	(639,692)	15,816,292	15,727,923	(88,369)
HOSP DIST PAGE	234,145	543,091	308,946	38,532	67,179	28,647
HOSP DIST WILLIAMS	46,539,844	46,427,931	(111,913)	6,968,948	6,956,158	(12,790)
JTED-CAVIAT	114,277,800	113,804,808	(472,992)	17,042,675	16,959,292	(83,383)
JTED-MOUNTAIN INSTIT	88,864	88,864	0	13,330	13,330	0
LIBRARY DISTRICT	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
MOBILE HOME RELOCATION	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
PUB HEALTH SERVICE	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
RES NAVAJO INDIAN	5,989,577	5,989,577	0	898,437	898,437	0
RURAL ACCOMOD SCHOOL	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
SAN DIST PINEWOOD	681,670	579,162	(102,508)	75,067	63,866	(11,201)
SD#1 ADJACENT WAYS	67,592,675	66,922,650	(670,025)	10,048,525	9,949,285	(99,240)
SD#1 BUDGET OVERRIDES	67,592,675	66,922,650	(670,025)	10,048,525	9,949,285	(99,240)
SD#1 CLASS A BONDS	67,592,675	66,922,650	(670,025)	10,048,525	9,949,285	(99,240)
SD#1 CLASS B BONDS	67,592,675	66,922,650	(670,025)	10,048,525	9,949,285	(99,240)
SD#1 FLAGSTAFF	67,592,675	66,922,650	(670,025)	10,048,525	9,949,285	(99,240)
SD#2 ADJACENT WAYS	46,450,980	46,339,067	(111,913)	6,955,618	6,942,828	(12,790)
SD#2 BUDGET OVERRIDES	46,450,980	46,339,067	(111,913)	6,955,618	6,942,828	(12,790)
SD#2 CLASS A BONDS	46,450,980	46,339,067	(111,913)	6,955,618	6,942,828	(12,790)
SD#2 CLASS B BONDS	46,450,980	46,339,067	(111,913)	6,955,618	6,942,828	(12,790)
SD#2 WILLIAMS	46,450,980	46,339,067	(111,913)	6,955,618	6,942,828	(12,790)
SD#8 ADJACENT WAYS	234,145	543,091	308,946	38,532	67,179	28,647
SD#8 BUDGET OVERRIDES	234,145	543,091	308,946	38,532	67,179	28,647
SD#8 CLASS A BONDS	234,145	543,091	308,946	38,532	67,179	28,647
SD#8 CLASS B BONDS	234,145	543,091	308,946	38,532	67,179	28,647
SD#8 PAGE	234,145	543,091	308,946	38,532	67,179	28,647
SD#10 ADJACENT WAYS	8,797,802	8,797,802	0	1,319,670	1,319,670	0
SD#10 BUDGET OVERRIDES	8,797,802	8,797,802	0	1,319,670	1,319,670	0
SD#10 CLASS A BONDS	8,797,802	8,797,802	0	1,319,670	1,319,670	0
SD#10 CLASS B BONDS	8,797,802	8,797,802	0	1,319,670	1,319,670	0

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 9 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

	FCV			5	Secondary Taxable	
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
SD#10 MAINE	8,797,802	8,797,802	0	1,319,670	1,319,670	0
SD#31 ADJACENT WAYS	88,864	88,864	0	13,330	13,330	0
SD#31 ASH FORK	88,864	88,864	0	13,330	13,330	0
SD#31 BUDGET OVERRIDES	88,864	88,864	0	13,330	13,330	0
SD#31 CLASS A BONDS	88,864	88,864	0	13,330	13,330	0
SD#31 CLASS B BONDS	88,864	88,864	0	13,330	13,330	0
ST SCHL EQUALIZATION	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)
ST SCHL EQUALIZATION	123,164,466	122,691,474	(472,992)	18,375,675	18,292,292	(83,383)



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Tax Totals

Tax Totals			
Tax Area	Original	Corrected	Difference
SD#1 CITY OF FLAGSTAFF	210,797.76	209,644.04	(1,153.72)
SD#1 FD HIGHLANDS/CID-TOHO TOLANI	5,211.48	3,789.98	(1,421.50)
SD#1 FD PINEWOOD/SAN DIST PINEWOOD	7,518.04	6,396.26	(1,121.78)
SD#1 FD SUMMIT	18,064.50	18,228.06	163.56
SD#1 NAVAJO RESERVATION	64,315.98	65,024.40	708.42
SD#1 ONLY	453,036.80	449,386.00	(3,650.80)
SD#2 CITY OF WILLIAMS	67,771.06	68,464.56	693.50
SD#2 ONLY	423,717.22	427,535.94	3,818.72
SD#8 CITY OF PAGE/HOSP DIST PAGE/JTED-CAVIAT	988.54	4,304.70	3,316.16
SD#10 ONLY	90,834.60	92,135.74	1,301.14
SD#31 JTED-MOUNTAIN INSTITUTE	1,382.92	1,401.90	18.98
Total	1,343,638.90	1,346,311.58	2,672.68
Тах Туре	Original	Corrected	Difference
Ad Valorem	1,343,638.90	1,346,406.66	2,767.76
Adjustment	0.00	(95.08)	(95.08)
Total	1,343,638.90	1,346,311.58	2,672.68
Tax Authority	Original	Corrected	Difference
02000 - COCONINO COUNTY (02000)	80,861.65	81,491.87	630.22
02001 - ST SCHL EQUALIZATION	85,139.39	85,802.89	663.50
03000 - MOBILE HOME RELOCATION	14.82	0.60	(14.22)
04151 - CITY OF FLAGSTAFF (04151)	17,638.81	17,794.16	155.35
04153 - CITY OF WILLIAMS (04153)	10,828.05	11,025.92	197.87
04156 - CITY OF PAGE	0.00	0.00	0.00
07001 - SD#1 FLAGSTAFF	357,478.92	354,498.39	(2,980.53)
07002 - SD#2 WILLIAMS	227,547.88	230,808.26	3,260.38
07010 - SD#10 MAINE	60,371.38	61,387.09	1,015.71
07016 - SD#8 PAGE	407.95	1,695.69	1,287.74
07031 - SD#31 ASH FORK	938.78	954.83	16.05

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 11 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Tax Authority	Original	Corrected	Difference
08150 - COMMUNITY COLLEGE	69,941.72	70,486.77	545.05
10375 - HOSP DIST WILLIAMS	67,598.80	67,474.72	(124.08)
10376 - HOSP DIST PAGE	149.02	661.51	512.49
11206 - FD SUMMIT	5,447.92	5,447.92	0.00
11240 - FD HIGHLANDS	1,579.35	1,148.56	(430.79)
11241 - FD PINEWOOD	2,022.91	1,721.07	(301.84)
11900 - FD ASSISTANCE FUND	18,352.15	18,292.30	(59.85)
14900 - LIBRARY DISTRICT	43,439.51	43,297.84	(141.67)
15000 - FLOOD CONTROL DIST	51,372.56	51,062.20	(310.36)
21002 - SAN DIST PINEWOOD	0.00	0.00	0.00
23900 - RES NAVAJO INDIAN	0.00	0.00	0.00
28279 - CID-TOHO TOLANI	0.00	0.00	0.00
29999 - PUB HEALTH SERVICE	45,880.34	45,730.72	(149.62)
30001 - JTED-CAVIAT	8,509.57	8,479.65	(29.92)
30004 - RURAL ACCOMOD SCHOOL	0.00	0.00	0.00
30005 - JTED-MOUNTAIN INSTIT	6.67	6.67	0.00
52000 - COCONINO COUNTY	0.00	0.00	0.00
52001 - ST SCHL EQUALIZATION	0.00	0.00	0.00
54151 - CITY OF FLAGSTAFF	21,088.27	20,891.49	(196.78)
54153 - CITY OF WILLIAMS	0.00	0.00	0.00
54156 - CITY OF PAGE (54156)	0.00	0.00	0.00
57001 - SD#1 BUDGET OVERRIDES	79,975.08	79,186.38	(788.70)
57002 - SD#2 BUDGET OVERRIDES	21,757.16	21,717.16	(40.00)
57010 - SD#10 BUDGET OVERRIDES	0.00	0.00	0.00
57016 - SD#8 BUDGET OVERRIDES	128.88	572.09	443.21
57031 - SD#31 BUDGET OVERRIDES	0.00	0.00	0.00
58150 - COMMUNITY COLLEGE	19,306.46	19,243.50	(62.96)
67001 - SD#1 CLASS A BONDS	0.00	0.00	0.00
67002 - SD#2 CLASS A BONDS	0.00	0.00	0.00
67010 - SD#10 CLASS A BONDS	0.00	0.00	0.00
67016 - SD#8 CLASS A BONDS	0.00	0.00	0.00

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 12 of 13



Coconino County Assessor

Post Correction Level from 11/29/2012 to 12/28/2012 for Tax Year 2012

Tax Authority	Original	Corrected	Difference
67031 - SD#31 CLASS A BONDS	0.00	0.00	0.00
77001 - SD#1 CLASS B BONDS	41,318.98	40,911.47	(407.51)
77002 - SD#2 CLASS B BONDS	0.00	0.00	0.00
77010 - SD#10 CLASS B BONDS	0.00	0.00	0.00
77016 - SD#8 CLASS B BONDS	0.00	0.00	0.00
77031 - SD#31 CLASS B BONDS	0.00	0.00	0.00
87001 - SD#1 ADJACENT WAYS	4,535.92	4,519.86	(16.06)
87002 - SD#2 ADJACENT WAYS	0.00	0.00	0.00
87010 - SD#10 ADJACENT WAYS	0.00	0.00	0.00
87016 - SD#8 ADJACENT WAYS	0.00	0.00	0.00
87031 - SD#31 ADJACENT WAYS	0.00	0.00	0.00
Total	1,343,638.90	1,346,311.58	2,672.68

rfiglerski @ Dec 28, 2012 2:00:47 PM Coconino County Assessor

Page 13 of 13



Meeting Date: January 15, 2013

DATE: December 31, 2012

TO: Honorable Chairman and Members of the Board

FROM: Janet Regner, Department Director Community Services

SUBJECT: Approve Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8

RECOMMENDATION:

Staff recommends the Board of Supervisors approve Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8 between the Arizona Department of Economic Security and Coconino County Community Services to increase Case Management services by \$15,783 from July 1, 2012 through June 30, 2013; increasing the cumulative reimbursement ceiling total to \$2,520,355 from July 1, 2010 through June 30, 2015.

BACKGROUND:

Coconino County Community Services (CCCSD) provides a broad range of emergency and case management services. Emergency services include utility assistance, rent and mortgage assistance, eviction and mortgage foreclosure prevention assistance and special needs assistance to individuals and their families. This amendment provides additional funds to assist eligible low income clients with utilities and community engagement programs.

ALTERNATIVES:

This grant is a major funding source for the Social Services Case Management Program. Declining this would sharply decrease the number of residents within Coconino County to be assisted.

FISCAL IMPACT:

This is an increase in funding and will require a budget amendment.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Intergovernmental Agreement Contract No. DE111076001 Amendment No. 8

C:\DOCUME~1\XPMUser\LOCALS~1\Temp\AMCF9.tmp.doc



Intergovernmental Agreement CONTRACT AMENDMENT

. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER DE111076001
Coconino Community Services Department	
2625 North King Street Flagstaff, AZ 86004	3. AMENDMENT NUMBER
1 lagotali, A2 00004	Eight (8)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Case Management is increased from \$478,255 to \$494,038. This is an increase of \$15,783.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$2,520,355.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

Delete and Replace:

Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

- **16.1** The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- **16.2** The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor:
 - 3. A subcontractor of a contractor and the subcontractor's employees; and
 - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- **16.3** Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- **16.4** 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- **16.5** A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:

https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

- **16.6** If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- **16.7** The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:

https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.				
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Coconino Community Services Department			
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL			
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Lena Fowler			
Contract Administration Procurement Manager	TITLE Chairwoman, Board of Supervisors			
DATE	DATE			
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWER				
ARIZONA ATTORNEY GENERAL'S OFFICE	APPROVED AS TO FORM:			
By:Assistant Attorney General	By:			
	ATTEST:			

Clerk of the Board

Date

04 - 1/15/2013 - IGA Amendment No. 8 1/10/2013 Page 3 of 4

Budget Amendment Liheap Leveraging Funds Amendment No. 8 DE111076001

1424-34-2330-000-25-431-33-4337 1424-34-2330-000-25-581-59-6155

DB	CR
	15,783.00
15,783.00	
15,783.00	15,783.00

Meeting Date: January 15, 2013



DATE: December 21, 2012

TO: Honorable Chair and Members of the Board

FROM: Susan Brown, Facilities Management Director

SUBJECT: Lease Agreement by and between Kenneth A. and Geraldine A. Diedrick and

Coconino County for the building located at 5410 E. Commerce, Flagstaff, AZ

starting on January 1, 2013 through December 31, 2015.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve a Lease Agreement by and between Kenneth A. and Geraldine A. Diedrick and Coconino County for the building located at 5410 E. Commerce, Flagstaff, AZ not to exceed an annual amount of \$98,685.

BACKGROUND:

The Coconino County Board of Supervisors has committed to sound financial and organizational management as a strategic priority area to achieve responsible governance in meeting the needs of current and future County residents. County leadership has identified employees as the number one asset in reaching this goal. The Facilities Management Department (FMD) implements this strategic priority by providing a quality physical environment for employees to excel in delivering services to the public.

The Community Services – Coconino Rural Environmental Corps (CREC) Program, which promotes environmental stewardship in Coconino County and northern Arizona, operates from a leased space, located at 5410 E. Commerce Avenue, Flagstaff. The 7,000 square foot building provides the amenities required to operate a light industrial service corps. The building is owned by Mr. and Mrs. Kenneth and Geraldine Diedrick.

The original five year lease and an additional six month extension expired on December 31, 2012. Facilities Management and CREC staff worked together to identify the space needs for the CREC Program in the future and drafted a new lease that includes new terms and conditions that best benefit the Program and Coconino County. The CREC Program has requested a three year term, due to ongoing assessments about the Program's long-term goals. The owners have agreed to terms and conditions proposed by the County.

The three year Lease Agreement reduces the current annual per square foot cost from \$14.40 to \$12.00. The new rate also includes the cost for off-site parking that is currently paid independently by the CREC program. The Lease includes a 4 (four) percent annual increase after the first year of the lease.

The annual lease cost for year 2013 will be \$98,685. This cost includes base rent and Common Area Maintenance charges "CAMs": property management fees, property taxes and insurance. This represents approximately a 23 percent (\$30,000) reduction from the previous year.

ALTERNATIVES:

Action to not approve the Lease Agreement will force the CREC Program to vacate the building or continue to pay the higher lease costs. There is no county-owned space available for use by the CREC Program.

FISCAL IMPACT:

The lease is paid by the Coconino Rural Environmental Corps.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Lease Agreement and Exhibit A – Parking Addendum Exhibit B – Parking Agreement

Lease Agreement

THIS LEASE, made and entered into this _____day of January, 2013, by and between Kenneth A. and Geraldine A. Diedrick, (hereinafter, "Lessor"), and Coconino County (hereinafter "Lessee").

WITNESSETH: That the Lessor, in consideration of the covenants of said lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the Premises described as follows:

The property located at 5410 East Commerce, Flagstaff, Arizona 86004, consisting of landscaped yard, paved and unimproved parking, fenced storage areas and a building of approximately 7,000 square feet of commercial/industrial/office space, including offsite parking located on the northeast corner of Empire and Preston Avenue as outlined in Section 3.

THEREFORE,

1. TERM

The term of said lease is for a period of three (3) years, commencing on the 1st day of January, 2013 and ending on the 31st day of December, 2015. Lessee shall have two (2) one-year options to extend the lease term, to be exercised in writing at least sixty-(60) days prior to the expiration date of the lease. All terms and conditions of the lease as set forth herein shall remain in place during such extensions.

2. RENTS

Lessee agrees to pay to Lessor minimum monthly rental for use and occupancy of the Premises, for months one (1) through twelve (12), THE SUM OF SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), plus applicable State, County, and/or City Taxes on the first day of each month, except as noted in Article 2 (c) below. The Minimum Monthly Rent for months thirteen (13) through thirty-six (36) shall be subject to annual adjustments per Section 2 (b) below.

The Minimum Monthly Rent during the term of this Lease shall be payable by Lessee on or before the first day of each month, in advance, together with any applicable additional rents, as defined below, at the office of Lessor or at such other place designated by Lessor, without any prior demand therefore, in monthly installments as follows:

Minimum Monthly Rent	\$ 7,000.00
Estimated CAM Charges	\$ 1,084.58
Sales Tax	\$ 163.22
Initial Gross Monthly Payments	\$ 9,647.80

(a) <u>Additional Rents</u>: Lessee shall pay as additional rent, Common Area Maintenance charges (CAM), without offset or deduction, defined as the Premises taxes, insurance, management fee and charges paid by or allocated to Lessor as set forth above. Lessee also agrees to pay applicable state, county and local sales taxes on the additional rent.

The additional rent as estimated by Lessor shall be paid semiannually in advance as reflected above. Annually, Lessor shall furnish Lessee a statement covering the twelve-month period just expired, certified as correct by a certified public accountant or an authorized representative of Lessor, showing the Premise's operating cost, real estate taxes and assessments and fire extended coverage insurance for such period, and the payments made by Lessee with respect to such period as set forth above. If the total cost of such expenses exceeds Lessee's payments so made, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of said statement. If said Lessee's payments exceed such expenses, Lessee shall be entitled to offset the excess against payments next thereafter to become due to Lessor as set forth above, or if at the end of the lease term, such excess shall be paid to Lessee by Lessor.

- (b) Adjustment to Minimum Monthly Rent: Beginning one year after the commencement date the minimum monthly rent as set forth in Article 2 of the Lease shall be increased annually by four (4%) percent. The calculation for this adjustment shall be done by Lessor each October and notice shall be given to Lessee at least 60 days prior to the anniversary date of the lease beginning with the October prior to the second year of occupancy.
- (c) <u>Late Fees/July Rent Payment</u>: Lessee agrees to make semiannual payments to Lessor on the first day of each six month period, with a payment grace period of ten (10) days from the first day of each month. At Lessor's discretion, late rents may incur a \$20.00 per day late penalty beginning on day eleven (11) of the month, except as set forth in Section 2(c). Lessor agrees that Lessee shall make semiannual lease payments in January and July of each year. Lessor understands that Lessee's fiscal year begins July 1 of each year and payments for that month may be delayed due to this change. No penalty shall be charged for late payment for the month of July.

3. OFF-SITE PARKING

Lessor agrees to provide rent for parking lease as shown in Exhibit "B" attached hereto.

4. LANDSCAPING AND SNOWPLOWING

Lessee is responsible for landscaping and snowplowing around the building. Lessor agrees not to add additional landscaping features around the facility.

5. USE OF PREMISES

The premises described above are leased to lessee for the sole purpose of business to be conducted by Coconino County. Lessee agrees that the premises will be used only for such activity, complying fully with all applicable laws, ordinances or regulations regarding the use of the leased premises, including all sanitary and health regulations.

INSURANCE

- a) Lessee shall obtain and continue in force during the term of this lease, a policy or policies of insurance covering: Loss or damage by fire or other perils to the contents of the premises.
- b) Lessor shall obtain and continue in force during the term of this lease, a policy or policies of insurance covering loss or damages to the premises by fire or other perils in the amount of the full replacement value thereof.
- c) Lessee agrees to provide Lessor with a certificate of insurance for Commercial General Liability in the amount of \$2 million, and additionally, name Lessor as an additional insured party.

7. REPAIRS

- a) Lessor agrees to make all necessary repairs to the exterior walls, foundations, doors, windows, roof, including air conditioning and heating systems. Lessor shall not be responsible for repairs necessitated by negligent damage caused by Lessee, Lessee's employees or Lessee's visitors.
- b) Lessee agrees to be responsible for all necessary repairs to the interior portions of the premises, including any extraordinary damages to the electrical or plumbing facilities.
- c) Lessee will make available upon demand from the Lessor a fund not to exceed \$500 annually for routine maintenance and repair of the heating and cooling systems in the building.

8. ALTERATIONS OR IMPROVEMENTS

Lessee may make improvements or other alterations in the interior of the leased premises at its own expense, provided, however, that prior to commencing any such work Lessee shall first obtain written consent from Lessor. Lessor's consent shall not be required in connection with any revision of interior layouts, alterations, repairs or improvements made to the interior of the Premises and which do not affect the structural concepts or the store front and does not exceed five thousand (\$5,000.00) dollars. Such improvements or alterations shall remain the property of the Lessor at the termination of this lease.

9. SERVICES/UTILITIES

Lessee agrees to contract for and promptly pay for the following utilities or other services: city water, sewer, trash removal, electricity, natural gas and telephone.

10. ASSIGNMENT/SUBLETTING

Lessee shall have the free right to sublet, assign or otherwise transfer its interest in this Lease or possession of the premises to any party or to delegate any duties or obligations of lessee hereunder subject to Lessor's prior written approval, which approval will not be unreasonably withheld. Lessor may sell, transfer, or assign all or any part of his interest in the premises without the consent of the Lessee.

11. INJURY OR LOSS

Lessee agrees to indemnify, defend, and hold Lessor harmless therefrom any liability arising from Lessee's negligence.

12. ENTRY OF LANDLORD

Lessor reserves the right to enter upon the leased premises at reasonable times for the purpose of inspecting the premises, and reserves the right during the last two months of the term of the lease, to show the premises at reasonable times to prospective tenants, providing Lessee has not tendered a written intent to Lessor of renewing said lease, or an intention to negotiate a new lease for the premises.

13. RENEWAL OF LEASE/OPTIONS

Lessor agrees to entertain an intention by Lessee to renew this lease at its expiration thereof, provided the same is made at least ninety (90) days prior to the expiration of this lease. Such renewal shall be accomplished either by an addendum to this lease or the execution of a new lease upon such terms and conditions as may be required by both parties.

14. BREACH

- a) The failure of either party to fully perform under any or all of the terms and conditions of this lease shall constitute a breach of this lease, entitling the offended party to take any and all such action provided by law, including, but not limited to, one or more of the following: (1) Enter the premises and remove all persons and property therefrom; (2) Declare the lease at an end and terminated; (3) Sue for the full balance due under the lease, and any damages sustained by lessor.
- b) Any breach alleged under this lease shall be occasioned by a ten- (10) day written notice of the same to the defaulting party. If at the end of such ten (10) days as provided in said notice, the defaulting party has not cured the breach, the offending party may take any and all such action provided by law, including and additional amount for attorney's fees and costs.

15. SURRENDER OF PREMISES

Lessee shall, upon the expiration of the term of the lease, or upon an earlier termination hereof, quit and surrender the premises in good order or condition and repair, reasonable wear and tear and acts of God excepted.

16. SIGNS/DECALS/POSTERS

Lessee agrees that he will not place, affix, or otherwise install any decals, posters, signs or other advertising, artistic, commemorative, or commemorative illustrations without the written consent of Lessor. If consent is so given, any such installations shall be at Lessee's expense.

17. SAVING CLAUSE

If any term or provision of the lease or any application thereof shall be declared or held to be invalid or unenforceable, then the remaining terms and provisions of this lease shall not be affected thereby.

18. NOTICES

a) Any notices or demands to be given hereunder shall be given to Lessor at:

Kenneth and Geraldine Diedrick 27914 H.6

Cortez, CO 81321

With copy to:

Dennis Kelly Coldwell Banker Commercial NARICO 1120 West University, Suite 200 Flagstaff, Arizona 86001

b) The person or firm authorized to manage this property is:

Dennis Kelly Coldwell Banker Commercial NARICO 1120 West University, Suite 200 Flagstaff, Arizona 86001

c) Any notices or demands to be given hereunder shall be given to Lessee at:

Clerk of the Board

Attn: Senior Administrative Manager Facilities Management

219 East Cherry

Flagstaff, AZ 86001

With a copy to:

Coconino County Facilities Management Senior Administrative Manager 2500 North Fort Valley Road, Building #2 Flagstaff, AZ 86001

19. GOVERNMENT AGENCY CLAUSE

This Lease is subject to the annual appropriation of the rental payments. If funds are not appropriated by the Lessee to pay the rental payments, the Lessee may terminate this Lease without penalty by giving thirty (30) days written notice of termination to the Lessor.

20. HAZARDOUS MATERIALS

Lessee represents warrants and certifies it will not violate any Environmental Law with respect to the Premises including but not limited to releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing any Hazardous Substance.

21. SUBJECT TO APPLICABLE LAW

Lessor and Lessee mutually agree to comply with the laws of the State of Arizona and all applicable jurisdictions.

22. OTHER CONDITIONS

- a) Lessee may modify and install additional security sensor lights to increase security around the building.
 - b) Lessee may install additional electrical outlets in the north wall of the building.
 - c) Lessee shall have First Right of Refusal for sale of the Premises.
- d) At any time during the initial term or extensions of the lease, Lessee may exercise an Option to Purchase the premises at an amount mutually agreeable to Lessee and Lessor.
- e) Lessee shall be responsible for and maintain any and all tenant improvements made by Lessee including items (a) and (b) above.

	ave hereunto set their hands, or caused this ed agent thisday of,
LESSEE:	LESSOR:
By Chairman of the Board	By Kenneth A. Diedrick Owner
	AND
	By
	Geraldine A. Diedrick Owner
ATTEST:	
By Wendy Escoffier Clerk of the Board	
Approved As to Form:	
By Deputy County Attorney	

EXHIBIT 'A'

PARKING ADDENDUM

All parties hereby agree Lessor shall pay the cost of the attached "PARKING AGREEMENT" dated September 20, 2007 between David S. Lembke, the Lessor, and Coconino County, the Lessee; the rental amount for Six Thousand Dollars (\$6,000) annually for the rent of parking space as detailed in the "PARKING AGREEMENT" with the following terms and conditions:

- 1- David S. Lembke, Parking Lot Owner authorizes an extension of the 'PARKING AGREEMENT' by and between David S. Lembke and Coconino County (2007-2012), coterminously with this Lease Agreement.
- 2- The 'PARKING AGREMENT' shall remain in full force and effect with all rights and obligations of the respective parties remaining except as follows: (a) that rent shall come from Lessor, Diedrick to Lessor Lembke; and (b) Lessor Lembke agrees that upon termination, transfer, assignment or sublet of the Premises by Coconino County, then Coconino County's obligation under the extended 'PARKING AGREMENT' shall expire and be of no force and effect as to Coconino County.
- 3- Rent shall be paid in two (2) installments of \$3,000.00 each generally in the months of January and July of each year.
- 4- In the event Coconino County terminates or fails to pay rent for any reason, the Parking Lessor, Diedrick will have no obligation to pay rent for parking as shown in attached "PARKING AGREEMENT" and Coconino County shall vacate the parking premises.
- 5- In the event Coconino County sublets, assigns or otherwise transfers its interest in this Lease Agreement or possession of the premises to any party this PARKING ADDENDUM will remain in full force for the duration of the Lease Agreement.

- 6- David S. Lembke and Lessee, Coconino County agree to hold Lessor, Diedrick harmless for the performance of any term or condition of the "PARKING AGREEMENT" and further agrees to indemnify Lessor, Diedrick against any claim for performance of said "PARKING AGREEMENT".
- 7- Lessee agrees to show Lessor, Diedrick as "additional insured" in its required insurance as shown in Section 4 of the "PARKING AGREEMNT".

Agreed and accepted:					
LESSEE:	LESSOR:				
By Coconino County, Chairman of the Board	By Kenneth A. Diedrick, Owner AND				
	By Geraldine A. Diedrick, Owner				
	Parking Lot Owner:				
	By David S. Lembke, Owner				

PAGE 6 of 6

PARKING AGREEMENT

Northeast corner of Empire & Preston Avenue Flagstaff, Arizona

THIS LEASE, made and entered into this 20th day of September, 2007, by and between David S. Lembke, the Lessor, and Coconino County, a subdivision of the State of Arizona, the Lessee.

WITNESSETH: That the Lessor, in consideration of the covenants of said lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth;

The premises described as a minimum of 20 spaces shown on the attached parking map.

1. TERMS

The term of said lease is for a period of Five (5) years, commencing on the 1st day of October, 2007, and ending on the 30th. day of September 2012.

2. RENTS

The rents shall be paid monthly on the 1st of each month for said lease as follows:

Monthly rent \$700.00
Sales tax \$11.20
Total Monthly \$711.20

All property taxes relating to the leased spaces shall be the responsibility of Lessor.

Adjustment to Monthly Rent: Beginning one year after the commencement date the minimum monthly rent as set forth in 4.1 of the Lease shall be increased by four (4%) percent. Upon each anniversary after that, the rent shall increase (4%) percent over the preceding year. This increase shall be automatic and not require notice from the Lessor. Lessee shall be responsible for calculating increase and forwarding payment appropriately.

3. USE OF PREMISES

The premises described above are leased to lessee for the sole purpose of parking with private access off Preston St., for 24 hrs/day 7 days/week. Five (5) spaces will be available within the complex for parking Monday-Friday 8am-5pm. Lessee agrees that the premises will be used only for such activity, complying fully with all applicable laws, ordinances or regulations regarding the use of the leased premises, including all sanitary and health regulations.

4. LIABILITY AND OTHER INSURANCE

At all times during the term of this Lease, Lessee shall maintain in full force and effect with insurance companies licensed to do business in the State of Arizona and otherwise satisfactory to Lessor, at its sole discretion, one or more policies evidencing the following coverage, certificates of which shall be submitted to Lessor within ten (10) days after Lessors execution of this Lease. Showing as additional insured and reading as follows:

David and Melanie Lembke James and Anita Cleveland C & L Empire LLC

- (a) Comprehensive General Liability Insurance insuring all premises-operation, independent contractors, products and completed operations and contractual liability arising from the operation, possession, maintenance or use of the premises or areas immediately adjacent thereto with limits of liability of not less than \$500,000.00 each person and \$2,000,000.00 each occurrence for bodily injury and personal injury or \$2,000,000.00 single limit of liability, and \$100,000.00 each occurrence for property damages. Lessee shall increase the foregoing limits if Lessor reasonably deems such increase in insurance desirable to protect Lessee and Lessor.
- (b)Standard Form worker's Compensation and Employer's Liability Insurance covering all Lessee's employees for injury or illness suffered in the course or arising out of their employment, providing statutory worker's compensation benefits and employer's liability limits of liability of not less than \$100,000.00.

5. ASSIGNMENT / SUBLETTING

Lessee agrees that it will not assign or sublet in whole or part any portion of the leased premises without the prior written consent of Lessor which consent shall be at the sole discretion of the Lessor. Lessor may sell, transfer, or assign all or any part of its interest in the premises without the consent of the lessee.

6. INJURY OR LOSS

The Lessee shall save and keep the Lessor harmless from any and all damage and liability occasioned by any act or neglect of Lessee, and shall indemnify and save harmless Lessor against and from any loss, damage, cost and expenses arising out of or in connection with any accident or other occurrence causing injury to any person or property whomsoever or whatsoever, caused by the use of said Premises and any part thereof by Lessee, and against and from any loss, damage, cost and expenses arising out of or in connection with a breach of the terms of this lease by Lessee or any event, occurrence or circumstance within the Premises which is not the result of any act or negligence of Lessor.

The Lessor shall save and keep the Lessee harmless from any and all damage and liability occasioned by any act or neglect of Lessor, and any agent or employee of Lessor, and shall indemnify and save harmless Lessee against and from any loss, damage, cost and expenses arising out of or in connection with any accident or other occurrence caused by or the fault of

Lessor causing injury to any person or property whomsoever or whatsoever in or upon the Property, or caused by any act, conduct or failure to act or comply with the terns of this lease on the part of Lessor, or its agents and employees.

7. ENTRY OF LANDLORD

Lessor reserves the right to enter upon the leased premises at all times for the purpose of inspecting the premises, and reserves the right, during the last two months of the term of the lease, to show the premises at reasonable times to prospective tenants.

8. RENEWAL OF LEASE

Lessor agrees to entertain an intention by lessee to renew this lease at its expiration thereof, provided the same is made at least ninety (90) days prior to the expiration of this lease. Such renewal shall be accomplished either by an addendum to this lease or the execution of a new lease upon such terms and conditions as may be required by lessor.

9. BREACH

- a) The failure of either party to fully perform under any or all of the terms and conditions of this lease shall constitute a breach of this lease, entitling the offended party to take any and all such action provided by law, including, but not limited to, one or more of the following: (1) Lock the doors to the leased premises; (2) Retain or take possession of any property on the premises pursuant to Lessor's Landlord Lien; (3) Enter the premises and remove all persons and property therefrom; (4) Declare the lease at an end and terminated; (5) Sue for the full balance due under the lease, and any damages sustained by lessor.
- b) Any breach alleged under this lease shall be occasioned by a ten (10) day written notice of the same to the defaulting party. If at the end of such ten (10) days as provided in said notice, the defaulting party has not cured the breach, the offending party may take any and all such action provided by law, including an additional amount for attorney's fees and cost.

The foregoing shall not release and is not intended to provide indemnity for any loss, theft, damage, injury or death arising from any willful or negligent act or omission of Lessor.

10. SIGNS/DECALS/POSTERS

Lessee agrees that it will not place, affix, or otherwise install any decals, posters, signs or other advertising, artistic, commemorative, or communicative illustrations without the written consent of lessor. If consent is so given, any such installations shall be at lessee's expense.

11. Lot Maintenance

Lessor shall have no responsibility to maintain the parking spaces including but not limited to snowplowing, sweeping, cleaning, repair and maintenance. Should parking become uninhabitable, Lessor shall have weeds removed 2 times during the spring – fall months.

11. SAVING CLAUSE

If any term or provision of the lease or any application thereof shall be declared or held to be invalid or unenforceable, then the remaining terms and provisions of the lease shall not be affected thereby.

12. CANCELLATION CLAUSE

This lease is subject to the annual appropriation of the rental payments. If funds are not appropriated by the lessee to pay the rental payments, the lessee may terminate this Lease without penalty by giving thirty (30) days written notice of the termination to the Lessor.

13. NOTICES

a)	Any notice	s or	demands	to	be	given	hereunder	shall	be	given	to:
----	------------	------	---------	----	----	-------	-----------	-------	----	-------	-----

Lessor:

David Lembke 1409 W Louise Way Flagstaff, AZ 86001

Lessee:

Coconino County 219 East Cherry Avenue Flagstaff Arizona 86001

With copy to:

Coconino Facilities Management Department Attn: Property Manager 2500 N Ft Valley Rd Bldg#2 Flagstaff,AZ 86001

b) The person or firm authorized to manage this property is

David Lembke Owner/Lessor

1409 W Louise Way Flagstaff, Az 86001

IN WITNESS WHEREOF, the parties have hereunto set their hands, or caused this Lease to be executed by their authorized agent this <u>19</u> day of <u>October</u>, 2007.

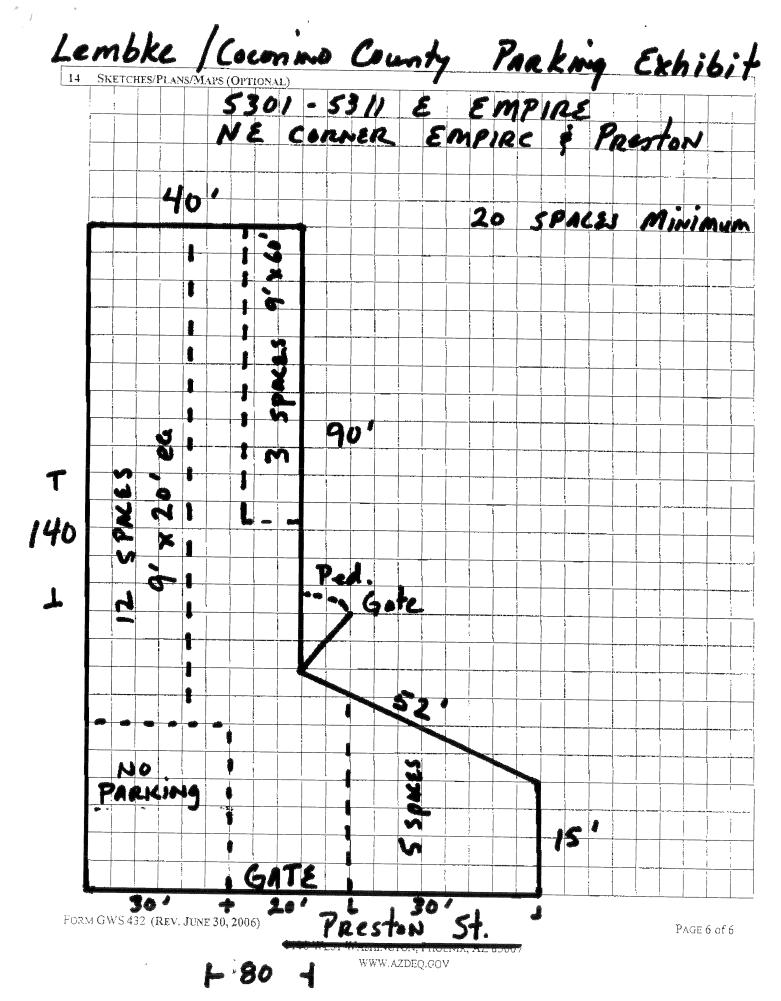
Coconino County, Lessee

David Lembke, Lessor

Its: Puchasing Mal

Date: 10/19/0

Date: 7-24-07





Meeting Date: January 8, 2013

DATE: Thursday, January 10, 2013

TO: Honorable Chairman and Members of the Board

FROM: Bryon Matsuda, Director of Juvenile Court Services

SUBJECT: Approval of Extension of Subgrantee Agreement between Governor's Office for

Children, Youth and Families for Title II Amendment 1 Contract # J2-CSG-12-

2366-02 effective January 1, 2013 through June 30, 2013.

RECOMMENDATION:

Staff recommends that the Board of Supervisors enter into the Sub Grantee Agreement between the Governor's Office for Children, Youth and Families to accept funding for the Title II Amendment 1 Contract J2-CSG-12-2366-02 from January 1, 2012 through December 31, 2012.

BACKGROUND:

The research-based Developmental Assets framework lists 40 positive relationships, values, and qualities essential to the health, development, and well-being of children and youth. The Assets model identifies the "building blocks" of development that contribute to three types of healthy outcomes:

- The prevention of high-risk behaviors (e.g. substance use, violence, early sexual intercourse, school failure)
- The enhancement of thriving behaviors (e.g. school success, affirmation of diversity, proactive approach to nutrition and exercise); and
- Resilience, or the capacity to function adequately in the face of adversity.

"Research links higher levels of Assets to young people's academic achievement, leadership, involvement in the community, and healthier, safer lifestyles."

For more than 10 years Coconino County Juvenile Court has led a prevention effort to educate the community, especially schools and youth-serving organizations, about Search Institute's Developmental Assets. Its purpose has been to increase the number of Assets in young people's lives and to promote a common language about resilience and Asset-building in those who interact with young people.

Juvenile Court in joint collaboration with Big Brothers Big Sisters of Flagstaff has requested funds from the Governor's Office for Children, Youth and Families to provide a program through the Office of Juvenile Justice Delinquency Prevention Title II grant. Funds were awarded to develop and administer a 40 Assets based mentoring program for children of incarcerated parents

and children who are in the Diversion Program or have had or currently have siblings on probation. The Asset building program will match youth with an adult mentor or a community mentoring group, which will meet once a week for a period of six months. Each week, the activities that youth will participate in will be centered on the 40 Developmental Assets with the intent to increase the youths' Assets in four specific Asset Categories that include Support, Constructive Use of Time, Commitment to Learning, and Positive Identity. The scope of this work is from the previously awarded Title V grant.

The original grant was to terminate on December 31, 2012. There was a surplus remaining in the grant and the governor's office has agreed to continue the grant through June 30, 2012. This will allow us to expend the grant monies.

ALTERNATIVES:

There is no alternative to this grant other than to not accept the funding award.

FISCAL IMPACT:

Coconino County Juvenile Court will act as the fiscal agent for the purposes of this grant. Grant funds will be distributed Big Brothers Big Sisters to implement the activities and events outlined in the grant. The state will provide \$80,000 which will fund the Contracted Services and assist in offsetting personnel and ERE cost to the Juvenile Court. There is no direct impact to the General Funds with this grant.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

Amendment 1Contract (3 originals and 1 copy)

/KC

AMENDMENT # 1 for CCJC AGREEMENT # II-ISA-12-2366-02

between the GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES and the COCONINO COUNTY JUVENILE COURT

Pursuant to **Section XIX, AMENDMENTS**, the following sections of the above referenced CCJC Agreement are hereby amended as follows:

Section II, TERM OF AGREEMENT/EFFECTIVE DATE

Pursuant to Terms and Conditions, "Term of Agreement/Effective Date," of the above-referenced Agreement, the State of Arizona hereby exercises its option to provide a no cost extension for an additional six months. The contract extension period shall be effective January 1, 2013 through June 30, 2013. The total funding amount of the contract remains unchanged.

Section XI, REPORTING REQUIREMENTS

The Contractor shall provide additional program activity reports to the Governor's Office for Children, Youth and Families for this extension period. The reporting schedule is:

- April 15, 2013
- July 15, 2013

Except as specifically stated herein, all other terms and conditions of this service agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Agreement.

COCONINO COUNTY JUVENILE COURT	GOVERNOR'S OFFICE FOR CHILDREN, YOUTH & FAMILIES	
Date Chairwoman of the Board of Supervisors Coconino County	Jamus Lylones Tammy B. Paz-Combs Acting Director	/2.//3//2 Date

Compliance Finance and Procurement Manager

Office of the Governor

ISA No. II-ISA-12-2366-02



Janice K. Brewer Governor

State of Arizona Governor's Office for Children, Youth and Families

Tammy B. Paz Combs
Acting Director

December 14, 2012

Mr. Bryon Matsuda Juvenile Court Administrator Coconino County Juvenile Court 1001 East Sawmill Road Flagstaff, Arizona 86001-5833

RE:

Amendment No. 1, CCJC Agreement Contract Number II-ISA-12-2366-02 Governor's Office for Children, Youth and Families Federal Funds, OJJDP Title II Formula Grant, U.S. Department of Justice, C.F.D.A. No. 16.523

Dear Mr. Matsuda:

Three amendments providing a no-cost extension on the above referenced contract are enclosed for signature.

• WHEN THE DOCUMENTS ARE SIGNED, KEEP ONE DOCUMENT AND RETURN TWO OF THE ORIGINAL SIGNED DOCUMENTS BY DECEMBER 28, 2012 TO:

State of Arizona Governor's Accounting Office Attn: Sarah Bean, Procurement Manager 1700 West Washington Street, Suite 500 Phoenix, AZ 85007

The Governor's Office for Children, Youth and Families looks forward to a mutually beneficial relationship during this contract extension period. Should you have any questions regarding the document or the deadline for return, please contact me at sbean@az.gov. Unreturned documents may affect the start date of this transaction.

Sincerely,

Sarah Bean

Procurement Manager

Sarch Bean

cc: John Raeder, Program Administrator

1700 West Washington Street, Ste 230, Phoenix, AZ 85007 * Main Phone: 602-542-4043 * Fax: 602-542-3423 * www.gocyf.az.gov



Meeting Date: January 15, 2013

DATE: December 17, 2012

TO: Honorable Chairman and Members of the Board

FROM: Sheriff Bill Pribil

SUBJECT: Confirm the budget amendment and emergency purchase and installation of 32

vehicular repeaters, with accessories for the vehicles of the Sheriff's Office from Niles Radio utilizing Arizona State Contract #ADSPO13-036892, in the amount of

\$57.815.64

RECOMMENDATION:

Staff recommends that the Board of Supervisors confirm the budget amendment and emergency purchase and installation of 32 vehicular repeaters for the vehicles of the Sheriff's Office from Niles Radio utilizing Arizona State Contract #ADSPO13-036892, in the amount of \$57,815.64

BACKGROUND:

The Federal Communication Commission (FCC) has mandated public safety agencies to convert to a narrow band spectrum by January 1, 2013. We have been proactively preparing for this by converting our communication system. To date, the Sheriff's Office has been awarded \$ \$437,898 in grant funding from several federal and state agencies in order to convert our radio communication system to narrow band.

We have recently completed the migration to narrow band. Unfortunately, this has created blind spots for radio transmissions. The terrain throughout Coconino County is not conducive to narrow band. Through research and testing, we found that installing vehicular repeaters in the trunks or backs of vehicles, radio transmission coverage improved. The repeaters are critical for our officer's safety.

Niles Radio finalized State Contract ADSPO13-036892 in December 2012, to include the vehicular repeaters and accessories. The repeaters and accessories were needed to be purchased and installed prior to the deadline of January 1st for officer safety.

ALTERNATIVES:

There is no alternative to confirming the emergency purchase and installation the necessary

vehicular repeaters. The purchase and installation of the equipment needed to be completed by 12/31/12 in order to maintain a safe communication between officers, dispatch and other agencies. In the future we will conduct a study to determine how much radio coverage we have lost by going to narrow band, and as a result may need additional tower sites. We will continue to request grant funding for this project.

FISCAL IMPACT:

This project is being funded from the Tusayan Law Enforcement IGA. If funds are insufficient, the balance will be taken from the County Contingency funds. This requires a budget amendment.

REVIEWED ELECTRONICALLY

ATTACHMENTS:

1. Request for Purchase; 32 vehicular repeaters with accessories and installation.

			1
Project No.			
D.C. N			
Reference No.			
Pyramid Narrow	banding Project		
CI CC OCC			
Sheriff's Office			
Fund	1001-20-4510-000-45-		57,816
Individuals	None		
IIIdi vidudis	Tione		
011 . 0 1			
Object Codes			
544-50-6312	Out Maint Communication Equipment		57,816
			57,816
			37,010
		ĺ	



Meeting Date: January 15, 2013

DATE: December 31, 2012

TO: Honorable Chair and Members of the Board

FROM: Kimbal Babcock, Interim Chief Health Officer

SUBJECT: Reproductive Health, Arizona Department of Health Services IGA for Calendar

Year 2013.

RECOMMENDATION:

Staff recommends that the Board of Directors approves the IGA between the Coconino County Public Health Services District (PHSD) and the Arizona Department of Health Services (ADHS) in the amount of \$116,000 for the period of January 1, 2013 to December 31, 2017.

BACKGROUND:

This IGA supplements the continuation of reproductive health services, including physical examinations, pregnancy testing and counseling; screening, treatment and counseling for sexually transmitted disease; HIV testing and counseling; laboratory testing, as indicated; education; and, provision of a wide range of contraceptive options.

This is a five year IGA. In subsequent years, Purchase Orders from ADHS will establish grant amounts for each year. For 2013, the reimbursement rate will be \$232 per client initial or annual clinic visit. Historically we always exceed the quota of 500 client visits, so we are confident in receiving the full \$116,000 for the year.

ALTERNATIVES:

The Board of Directors could choose to not approve the IGA. Preventing unplanned pregnancies is an important public health function. This IGA supplements the PHSD reproductive health services. The cost for low or free services to persons who live under \$150% of the Federal Poverty Level would revert back to PHSD or result in a significant barrier to clients seeking services.

FISCAL IMPACT:

This is a recurring IGA and was anticipated during the FY13 budget development. Therefore the budget will not need to be adjusted. The grant funds for this IGA were minimally increased for the 2013 calendar year; however, the increase will be built into the County FY14 budget. The cost center is 1305-31-3030-000-20-56-2.

REVIEWED BY ELECTRONIC ROUTING

ATTACHMENTS:

ADHS Reproductive Health IGA, 2013



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-034535

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

Project Title: Reproductive Health	Begin Date: 01/01/2013
Geographic Service Area: Coconino County	Termination Date: 12/31/2017
104 and 36-132. The Contractor represents that it has authority to con X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and	d 36-182. es and sovereign authority of the contracting Indian Nation. 342. of Phoenix.
Amendments signed by each of the parties and attached hereto are he date of the Amendment, as if fully set out herein.	reby adopted by reference as a part of this Contract, from the effective
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No.:	Name:
Tax License No.:	Phone:
Contractor Name: Coconino County Public Health Services District	FAX No:
Address: 2625 N. King St. Flagstaff, AZ 86004	
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. <u>ADHS13-034535</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.
Signature of Person Authorized to Sign Date	State of Arizona
Print Name and Title	Signed this day of, 2012
CONTRACTOR ATTORNEY SIGNATURE:	Procurement Officer RESERVED FOR USE BY THE SECRETARY OF STATE
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that
Signature of Person Authorized to Sign Date	Intergovernmental Agreements be filed with the Secretary of State.
Print Name and Title	
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:	
Signature Date Assistant Attorney General:	

Contract N	lumber
ADHS13-0	34535

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

- 1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 <u>"ADHS"</u> means Arizona Department of Health Services.
 - 1.3 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 <u>"Contract"</u> means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 <u>"Contract Amendment"</u> means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 <u>"Cost Reimbursement"</u> means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "<u>Fixed Price</u>" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 <u>"Gratuity"</u> means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 <u>"Procurement Officer"</u> means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 <u>"Purchase Order"</u> means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 <u>"Services"</u> means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 <u>"Subcontract"</u> means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 <u>"State"</u> means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be:

X Fixed Price

3. Contract Interpretation.

- 3.1 <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 <u>Relationship of Parties</u>. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 <u>Term.</u> As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 <u>Financial Management</u>. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 <u>Inspection and Testing</u>. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 <u>Advertising and Promotion of Contract</u>. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

- 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under

Contract Number
ADHS13-034535

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 <u>E-Verify Requirements</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

- 4.12 <u>Scrutinized Businesses</u> In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1 <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments.
 - 5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 <u>Unit Costs/Rates or Fees</u>. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

Contract Number	
ADHS13-034535	

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

5.4 Applicable Taxes.

- 5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6 <u>Availability of Funds for the Current Contract Term.</u> Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
 - 5.6.1 Accept a decrease in price offered by the Contractor;
 - 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
 - 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
 - 5.6.4 Cancel the Contract.

6. Contract Changes

- 6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2 <u>Subcontracts</u>. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3 <u>Assignments and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 <u>Mutual Indemnification</u>. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:
 - 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.4.4 *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

- 7.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.
- 8. **Description of Materials** The following provisions shall apply to Materials only:
 - 8.1 <u>Liens</u>. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
 - 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1 Of a quality to pass without objection in the Contract description;
 - 8.2.2 Fit for the intended purposes for which the Materials are used;
 - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
 - 8.3 <u>Inspection/Testing</u>. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
 - 8.4 <u>Compliance With Applicable Laws</u>. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
 - 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1 Contractor's Representations. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2 Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

Contract Number
ADHS13-034535

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

9.2 Stop Work Order.

- 9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3 <u>Non-exclusive Remedies</u>. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2 <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3 <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

- 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

- 10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5 <u>Mutual Termination</u>. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 <u>Disposition of Property</u>. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
- 11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

- 12.1 <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 <u>Information and Coordination</u>. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.
- 13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	TERMS AND CONDITIONS

reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

- 14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
- 15. Fingerprint and Certification Requirements/Juvenile Services.
 - 15.1 <u>Paid and Unpaid Personnel</u>. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 <u>Costs</u>. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
- Administrative Changes The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
- 17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
- 18. Health Insurance Portability and Accountability Act of 1996 (HIPAA) The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	SCOPE OF WORK

A. Background

The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." This is accomplished through the provision of community-based services and the facilitation of systems development. BWCH administers the federal Maternal Child Health Title V Block Grant, and other federally funded programs, as well as private and state supported programs.

The Bureau of Women's and Children's Health, Reproductive Health/Family Planning Program is a statewide clinic-based, primary care program that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona's men and women. Services include education, counseling, screening, and medical and referral services that enable people to make voluntary, informed decisions about the quantity and spacing of their children. Program services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family. The Reproductive Health/Family Planning Program's role is to: 1) promote reproductive health; 2) assist in reducing barriers to prenatal care; and 3) facilitate the accomplishment of the Bureau of Women's and Children's Health Strategic Plan.

The Arizona Department of Health Services (ADHS) is designated as the state agency responsible and accountable for program goals and expenditures. ADHS provides the criteria, policies, and requirements for developing and implementing the Reproductive Health/Family Planning Program. The Contractor is required to achieve and maintain certain minimum standards, and may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health/Family Planning Program is the flexibility for the Contractor to implement clinical programs and provide reproductive health services in a manner that suits the needs of the local community.

B. Objective

The objectives of the Reproductive Health/Family Planning Program are to:

- Ensure access to health care by providing reproductive health/family planning education, counseling, medical care, screening, and referral services to low-income individuals living in rural underserved areas; and
- 2. Decrease the teen pregnancy rate by providing reproductive health/family planning education, counseling, medical care, and referral services to adolescents statewide.

C. Scope of Work

- 1. Within the structure and framework of the Reproductive Health/Family Planning Program, BWCH has delegated responsibility to the Contractor to develop, implement, and manage all aspects of the Program at the local level.
- 2. The Contractor shall comply with all standards and required services as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual in developing, implementing, and managing its program.

D. Tasks

- 1. Administration, Management, and Organization
 - 1.1 The Contractor shall maintain an administrative, management, and organizational system that meets all requirements as outlined in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

Contract Number
ADHS13-034535

- 1.2 The Contractor shall meet all program requirements, as designated in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 1.3 The Contractor shall provide all deliverables within the time frames designated in this Contract.

2. Required Services

- 2.1 The Contractor shall provide the complete spectrum of covered reproductive health/family planning methods and services in accordance with current standards as established by the American College of Obstetricians and Gynecologists, and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 2.2 The Contractor shall provide the following services as part of an initial and annual exam, and at other times deemed medically appropriate:
 - 2.2.1 Client History,
 - 2.2.2 Client Education,
 - 2.2.3 Counseling,
 - 2.2.4 Physical Assessment,
 - 2.2.5 Laboratory Testing, as medically indicated,
 - 2.2.6 Fertility Regulation,
 - 2.2.7 Level One Infertility Services,
 - 2.2.8 Pregnancy Diagnosis and Counseling,
 - 2.2.9 Adolescent Services,
 - 2.2.10 Sexually Transmitted Infection Screening and Assessment, as medically indicated,
 - 2.2.11 Reproductive Coercion Screening, referral and follow-up, and
 - 2.2.12 Preconception care and reproductive life plan education and follow-up.
- 2.3 The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost Containment System (AHCCCS), and shall provide referrals to AHCCCS as appropriate.

3. Eligibility

3.1 The Contractor shall provide services to persons from low-income families as the highest priority. Low income for the purpose of this program shall be considered to be 150% of the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget and is revised annually.

4. Nondiscrimination

4.1 The Contractor shall provide family planning services without regard to religion, race, color, national origin, creed, disability, gender, number of pregnancies, marital status, age, ability to pay, sexual orientation, and contraceptive preference.

Contract Number
ADHS13-034535

5. Confidentiality

5.1 Every provider shall assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy, as required by the Federal Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and Arizona Revised Statutes.

6. Informed Consent

- 6.1 A written, informed consent statement shall be received from the client prior to receiving reproductive health services or medical treatment.
- 6.2 Clients choosing a prescription method of contraception shall receive a method specific consent form that shall be updated annually and/or with each change of prescriptive method.

7. Program Promotion

7.1 The Contractor shall establish and implement planned activities whereby their services are made known to the community.

8. Development and Maintenance of a Community Resource and Referral Network

The Contractor shall develop a comprehensive network of available community resources that can be utilized by clients as needed.

9. Development of Partnerships/Collaborative Efforts

9.1 The Contractor shall document efforts to develop partnerships and shall coordinate activities with other agencies and organizations in their local communities that provide reproductive health/family planning services and/or referral services.

10. Arizona Health Care Cost Containment System (AHCCCS) Provider Reimbursement

10.1 The Contractor shall serve AHCCCS eligible clients to monitor the need in their county to become an AHCCCS provider and maintain documentation of its efforts in becoming an AHCCCS provider.

11. Quality Management and Improvement

11.1 The Contractor shall develop a systematic process to continuously monitor the quality and appropriateness of client services, as well as look for ways to improve the Reproductive Health/Family Planning Program including, but not limited to: 1) resolving client problems; 2) providing client satisfaction surveys; and 3) routinely reviewing medical records.

12. Data Collection and Reporting

- 12.1 The Contractor shall maintain adequate supporting documentation to verify that units of service billed, match billable units of services provided. The supporting documentation shall also be used to verify that services were provided only to eligible clients.
- 12.2 The Contractor shall annually submit a line item budget, including all Title V funding. The Contractor shall maintain and submit a quarterly accounting of expenditures by line item. The Contractor shall maintain adequate supporting documentation to verify the line item budget.

13. Program Monitoring and Evaluation

13.1 The Program Manager will conduct an annual site review of the Contractor to assess contract

Contract Number
ADHS13-034535

compliance, to identify and recognize the Contractor's strengths and successes, to provide technical assistance, and to identify opportunities for better communication between BWCH and the Contractor.

E. Requirements

1. Excluded Services

1.1 The Contractor shall not provide abortion services as a method of family planning.

2. Medical Director Oversight

2.1 All medical functions for the Contractor's Reproductive Health/Family Planning Program shall be performed under protocols and/or standing orders approved by the Contractor's Medical Director, and shall be in compliance with state rules and laws.

3. Development of Written Materials for Distribution to Clients

3.1 All written materials for Reproductive Health/Family Planning clients shall be prepared in accordance with the Policy and Procedure Manual and approved by the ADHS Marketing/Communication committee prior to print.

4. Voluntary Participation

- 4.1 Use of program services by any individual shall be solely on a voluntary basis. Individuals shall not be coerced to receive services or to use or not use any particular method of family planning.
- 4.2 Acceptance of reproductive health/family planning services shall not be a prerequisite to eligibility for, or receipt of, any other service or assistance from, or participation in, any other programs.

Medical Records

- 5.1 Contractor's staff shall document all pertinent information about client interactions in a confidential client medical record.
- 5.2 Clients shall have access to their own records and shall have the right to correct any inaccurate information included in the records.
- 5.3 The Contractor shall follow all guidelines regarding maintenance, release, and storage of medical information, as required by HIPAA and Arizona Revised Statutes.

6. Professional and Clinic Facility Licensing and Standards

- 6.1 Clinics for the Reproductive Health/Family Planning Program shall be licensed by ADHS as Outpatient Treatment Centers, and shall meet all other applicable state and local codes.
- 6.2 The Contractor's personnel shall meet all professional certification and licensure requirements.

7. Availability and Accessibility of Clinic Services

- 7.1 Reproductive health/family planning facilities and services shall be geographically accessible to the population served. Times convenient to the persons seeking services should be considered when programming.
- 7.2 The facilities should be adequate to provide the necessary services and should be designed to ensure comfort and privacy to the client during registration and examination.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-034535	SCOPE OF WORK

- 7.3 The facilities should be readily accessible to people with disabilities.
- 7.4 All facilities shall have written plans and procedures for the management of emergencies.

8. Contractor Reimbursement

8.1 The Contractor shall submit a complete and accurate Contractor's Expenditure Report (CER) on or before the 20th day of each month following service provision for payment from the state for contracted services provided.

F. State Provided Items

1. BWCH shall provide copies of the Reproductive Health/Family Planning Program Policy and Procedure Manual.

G. Deliverables

- 1. The Contractor shall submit Monthly Contractor Performance Reports and Contract Expenditure Reports (CERs) by the 20th day of the month following service provision. The report shall contain all information as specified in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 2. The Contractor shall submit a quarterly accounting report of expenditures by line item outlining Reproductive Health/Family Planning expenditures. The quarterly expenditure report is due by April 20th, July 20th, October 20th, and January 20th of each contract year and shall accurately reflect the Contractor's budget and expenditures to date in accordance with instructions as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 3. The Contractor shall submit by January 31st of each year a listing of clinic hours, days, and locations.
- 4. The Contractor shall submit an annual evaluation report of its Reproductive Health/Family Planning Program site activities by January 20th of each contracted year. This report shall be prepared in accordance with specifications outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

H. Acceptance

1. Upon delivery and acceptance of the Monthly Performance Reports, the CERs, the quarterly line item budget, and the Annual Report, the Program Manager shall authorize payments. If there is an unavoidable delay in submission of any part of the CER report, the Contractor shall notify the Program Manager. Once the Program Manager has reviewed the CER for errors and/or omissions, the Contractor will be contacted to discuss any discrepancies found. CER's not meeting specification shall be amended by the Contractor. Partial payment of CER's submitted may be authorized by the Program Manager when, 1) Services are delivered, but are not approved by the Program Manager, or 2) Services are delivered, but are not allowed within the Title V guidelines. Once the BWCH Program Manager approves the CER, it will be forwarded for payment.

I. Notices, Correspondence and Reports

1. Notices, Correspondence, Reports, and Invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services Bureau of Women's and Children's Health Reproductive Health/Family Planning Program Manager 150 North 18th Avenue, Suite 320 Phoenix, Arizona 85007-3242

Contract Number	
ADHS13-034535	

2. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Kimbal Babcock, MPH
Clinical Services Manager
Coconino County Public Health Services District
2625 N. King St.
Flagstaff, AZ 86004
Phone (928) 679-7311
kbabcock@coconino.az.gov

3. Payments from ADHS to the Contractor shall be sent to:

Coconino County Public Health Services District Clinical Services 2625 N. King St. Flagstaff, AZ 86004

Contract Number
ADHS13-034535

INTERGOVERNMENTAL AGREEMENT PRICE SHEET

TITLE V FAMILY PLANNING/REPRODUCTIVE HEALTH

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
Initial & Annual Visits	\$232.00	Visit	500	\$116,000.00
Professional nursing services in support of a declared state of emergency	\$75.00	Hour	N/A	\$0.00
Services in support of declared state of emergency by staff other than a nurse	\$50.00	Hour	N/A	\$0.00
Annual Report	\$0.00	Each	N/A	\$0.00
			TOTAL	\$116,000.00

AUTHORIZATION FOR PROVISION OF SERVICES: Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.



Meeting Date: January 8th, 2013

DATE: Revised December 3, 2012

TO: Honorable Chairman and Members of the Board

FROM: Andrew L. Bertelsen, Public Works Director

SUBJECT: (Work Session) Provide information to the Flood Control District Board of

Directors regarding proposed improvements to the Flood Control District Capital Improvement Plan Process as well as an update on current projects.

RECOMMENDATION:

The presentation will provide information concerning improvements being made to the Flood Control District Capital Improvement Plan and review the status of current projects, including the two floodplain mapping projects funded by FEMA's Cooperating Technical Partners Program.

BACKGROUND:

The Flood Control District (FCD) Board of Directors increased the FCD tax to initially fund flood mitigation in the Schultz Flood area and to also fund flood control mitigation projects in other areas of the County. The new funding requires new and improved processes so that sound and prudent investments in flood mitigation can be made to reduce, where possible, impacts from drainage and flooding issues. Process improvements to be reviewed include a graphic flowchart that shows the complex process needed to evaluate and implement well-conceived and engineered projects that have a positive cost/benefit ratio. In addition to discussing process improvements, an update will be provided on a number of active drainage/flood control projects underway in the County, ranging from local to area to regional in scope.

Lastly, Coconino County, with funding from FEMA through the Cooperating Technical Partners program, is updating the floodplain maps for Munds Park and Kachina/ Mountainaire FEMA floodplain areas.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:

- Participate in the discussion outlined above.
- Cancel or reschedule the presentation.

FISCAL IMPACT:

None

ATTACHMENTS:

To be provided at the Work Session Meeting.

Flood Control District Overview

Board of Supervisors Meeting January 15, 2013





Presentation Overview



- National Flood Insurance Program
- Floodplain Management Overlay Zone
- Flood Insurance Study/Flood Insurance Rate Maps
- Flood Control District

Floodplain Management

- Administration
- Education
- Regulatory
- Mapping & Data
- Flood Hazard Mitigation/Capital Improvement Program



National Flood Insurance Program (NFIP)

Flood Disaster Protection Act of 1973

- Required buildings located in identified flood hazard areas to have flood insurance as a condition of receiving Federal financial assistance or loans from federally insured or regulated lenders
- Board of Supervisors makes official application to participate in the National Flood Insurance Program (NFIP) 11/18/1974 and commits to:
 - Issuing or denying floodplain development/building permits
 - Inspecting all development to assure compliance with the local ordinance
 - Maintaining records of floodplain development
 - Assisting in the preparation and revision of floodplain maps
 - Helping residents obtain information on flood hazards, floodplain map data, flood insurance and proper construction methods



Floodplain Management Zone

- First Floodplain Management Zone adopted in 1974 as part of the Coconino County Zoning Ordinance
- Current Floodplain Management Overlay Zone adopted as part of the 1981 Coconino County Zoning Ordinance. The Ordinance includes provisions to:
 - Restrict or prohibit uses which are dangerous to health, safety and property to water or erosion hazards
 - Require uses vulnerable to floods be protected against flood damage at the time of initial construction
 - Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood water
 - Control filling, grading, dredging, and other development which may increase flood damage
 - Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas



Flood Insurance Study (FIS)/ Flood Insurance Rate Map (FIRM)

- The Flood Insurance Study (FIS) in conjunction with Flood Insurance Rate Maps (FIRMS) prepared by FEMA investigate the existence and severity of flood hazards for the geographic area of Coconino County
 - The FIS aids in the administration of flood insurance and has developed flood risk data for various areas of the county that will be used to establish actuarial flood insurance rates.
 - The FIS is to be used to promote sound land use and floodplain development
- The first FIS with accompanying FIRMS was provided to the the County on November 16, 1983
- New digital FIRM maps were provided to the County on September 3, 2010



Flood Control District

- Arizona legislature passed HB 2424 allowing the establishment of county-wide flood control districts in 1978
- The Coconino County Flood Control District was established by the Board of Supervisors on September 4, 1984
 - Rate of \$0.0704 first established for FY 1988
- The tax levy has been changed twice over the last decade
 - 2006 rate of \$0.2000/\$100 of assessed value for capital improvement projects
 - 2010 rat of \$0.4000/\$100 of assessed value to increase capacity for Schultz Flood



Flood Control District Boundaries

- All unincorporated areas of the County and the incorporated communities of Sedona, Tusayan, and Williams are included within the District
- City of Flagstaff, City of Page and City of Fredonia are not included in the District
- FY1988-FY2005: All funding stayed with the County for District-wide projects according to project prioritization
- FY2006: Established separate funds for Sedona and Williams collections
 - The City of Williams receives 100% of district property tax collections within the incorporated area (about 5% of district tax collections)
 - The City of Sedona receives district property tax collections within the incorporated area after administrative expenses (about 15% of district tax collections)



Administration





Community Assistance Visits (CAV) Insurance Services Office Audits (ISO)

- The CAV is performed by the Arizona Department of Water Resources Flood Mitigation Section. The ISO audits are performed on behalf of FEMA
 - Assures we are adequately enforcing our floodplain management regulations
 - Provides administrative and technical assistance in accordance with NFIP requirements
 - Generally occur every 5 years
 - Most recent CAV was 2011

Visits include:

- A field assessment
- Office meeting to discuss the floodplain management ordinance and overall program
- An inspection of permit files
- A compliance report sent to FEMA



Records Retention

- All records in relation to development within a Special Flood Hazard Area must be kept for review for both the CAV and ISO audits as well as for members of the public
 - Floodplain studies for specific locations or individual parcels
 - Building permits, grading permits, wastewater permits
 - Elevation Certificates, No-Rise Certificates
 - LOMA's & LOMR's



Repetitive Loss Properties

- Properties with two or more claim payments of more than \$1,000 from the NFIP within any rolling 10- year period are considered a Repetitive Loss (RL) property
- Goal: Eliminate or reduce the damage to property caused by repeated flooding
- Possible mitigation includes elevating buildings above the level of the base flood, demolishing and removing buildings from the Special Flood Hazard Area, and local drainage improvement projects that meet NFIP standards
- FEMA provides funding through several grant programs to fund mitigation activities
- In 2012 there were 14 repetitive loss properties in Coconino County.
 - 12 in City of Sedona
 - 1 in Munds Park
 - 1 in Fort Valley



Community Rating System (CRS)

- Created to encourage communities to establish sound floodplain management programs
- The program provides residents who live in CRS communities with discounted flood insurance premiums
- There are 18 floodplain management activities credited by CRS divided into four categories:
 - Public Information
 - Mapping & Regulations
 - Flood Damage Reduction
 - Flood Preparedness
- The more floodplain management activities the County participates in the higher the rating. Currently Coconino County has a rating of 8 out of 10 with 1 being the highest
- CRS Recertification is required annually



Insurance Policies

- 871 Total Flood Insurance Policies within the unincorporated area as of 10/31/2012 with a total annual premium of \$471,684
 - 583 Total B,C, and X Zone Policies (Preferred) with a total annual premium of \$203,221
 - 24 Total B,C, and X Zone Policies (Standard) with a total annual premium of \$28,458
 - 259 Total A Zone Policies with a total annual premium of \$228,475
 - 5 Total D Zone Policies with a total annual premium of \$11,530
 - Total Flood Insurance in Force is \$231,709,100



Education

- Flood Status Reports
- Individual Project Assistance
- Realtors/Appraisers
- GIS Mapping



Questions & Comments





Regulatory







Flood Zone Designations

- The FIS provides flood zone designations for all areas within the County which include:
 - Special Flood Hazard Areas: Zones A, AE, AO,
 AH and A1-30 and Floodway Areas in Zone AE
 - Other Flood Areas: Zones X and D
- All properties within the County are located within a flood zone
- Development is regulated in those areas designated as Special Flood Hazard Areas



Flood Zones A & D

- These two flood zones provide unique challenges to floodplain management
 - Zone A "Undetermined" most prevalent Special Flood Hazard Area within County Approximately 15,133 acres of private land are within this flood zone
 - Zone D "Unstudied" mostly Blue Ridge and Forest Lakes areas. Approximately 5,632 acres of private land are within this flood zone



Floodplain Management Overlay Zone

- Limits development within the Floodway to those projects that can demonstrate "No Rise"
- Allows development within the other Special Flood Hazard Areas that meet minimum standards
- Requires certification of all development within Special Flood Hazard Areas



Floodplain Development Permits

- New for January 2013 all projects within a Special Flood Hazard area will be required to obtain a Floodplain Permit
- The permit will assist in tracking projects and providing detailed information for both our CAV and ISO audits
- Allows for multi-departmental review and inspection (Community Development, Public Works and Environmental Quality)
- Allows us to track projects that may not be in reference to a structure or require a building permit



Maps & Data

- Floodplain Mapping Improvements Through FEMA's Cooperating Technical Partner Program (CTP)
- The CTP Program Funds Flood Studies, Creation of Flood Hazard Maps, Risk MAP Products and Program Management





Cooperative Technical Partner Project Process

- Floodplain Cooperating Technical Partner Process:
 - Conduct Surveying
 - Develop Base Map
 - Complete Hydrology & Hydraulics Studies

- Results in Technical Study Data Notebook
 - Submit to FEMA
- FEMA Responsible for Producing Final Floodplain
 Map



Current Floodplain Mapping Projects

- County Secured CTP Funding for Two Projects:
 - Munds Parks
 - Kachina Village/Mountainaire
- Future of CTP Funding is Uncertain, Which May Require the Use of Flood Control District Funds for Future Studies and Reduce Funds for Capital Projects



Current Floodplain Mapping Projects

- Grant Amount \$220,000
- County's Match is LiDAR Flight (Aerial Topographic Mapping Survey
- Contracted with J.E. Fuller for Munds Park & Atkins for Kachina/Mountainaire
- Status: Final Submission of Technical Study Data Notebooks to FEMA in November 2012
- FEMA Responsible for Final Official Maps



Other Potential Study Areas

- Other Areas Needing to be Studied Include:
 - Additional Areas in Doney Park
 - Leupp Industrial Area
 - Rio Rancho (Southeast)
 - Oak Creek Canyon
 - Bellemont
 - Flagstaff Ranch



Summary

- County has Participated in the NFIP since 1974
- The Flood Control District is statutorily required to adopt and enforce regulations governing floodplains and floodplain management
- The District is audited by both state and federal entities
- The majority of private properties affected by special flood hazard areas are located in Zones A & D, which have limited information for development and are generally more costly zones for insurance
- The County's CRS rating is currently 8 (10% reduction in premiums)



Questions & Comments





Flood Hazard Mitigation Capital Improvement Program





History of Flood Control District Capital Projects

Capital Improvements

- Projects Leveraged HURF & FCD Funding Given Limited Funds and Capacity of Flood Control District
- Historically No Formal Process in Place to Prioritize/Evaluate/Implement Projects for Flood Control



CIP Process Improvements

- Why are Process Improvements Important:
 - Promises Made = Promises Kept
 - Improve Project Quality & Depth of Analysis
 - Improve Efficiency & Effectiveness
 - Inject Clear Processes for Evaluating and Managing Risks
 - Ensure Accountable & Prudent Investments



New Funding Requires New & Better Processes

- Define & Clarify the Process
- Project Identification/Evaluation/ Implementation
- Secure Consultant
- Gather Info from Other Counties
- Develop Flow Chart of Process
- Develop New Project Ranking Tool Focused on Drainage/Flood Mitigation
- Develop Clear Products & Deliverables for Each Step



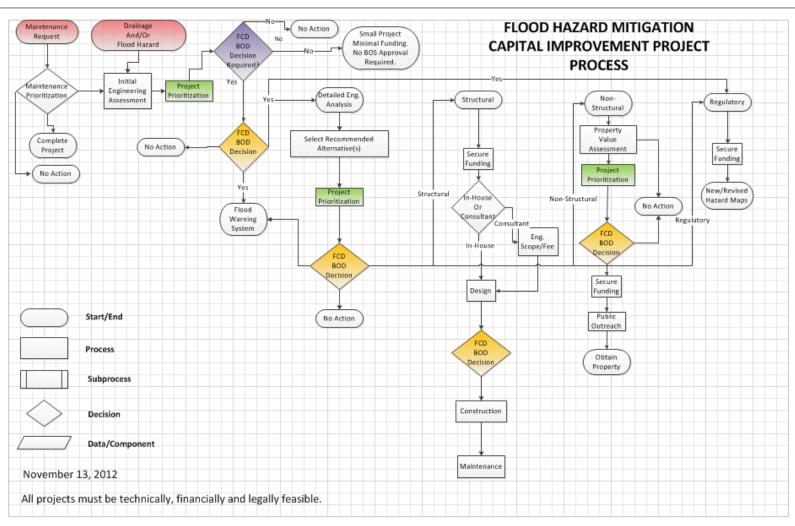
Process Improvements

- Identify Necessary Steps& Create a Flowchart of the Process
- Reflects How Projects Enter the "System"
- Flexible but Clear
- Complex Process Reflects
 Complexity of Potential
 Issues and Alternatives for
 Mitigation





FCD/CIP Process Flow Chart





Project Identification

Drainage or Flood Complaint

Road Maintenance Issue

FloodplainManagement





Improve Initial Engineering Assessment

- Improving Assessment Involves Full Consideration of Key Elements:
 - Risk Assessment
 - Downstream Impacts
 - Adverse Impacts
 - Alternative Analysis
 - Structural vs. Non-Structural
 Mitigation; No Action & Regularly
 Options
 - Cost/Benefit Analysis



County's Drainage/ Flood Project Evaluation Criteria

- Historically the Evaluation Ranking Tool
 Combined Drainage & Road Issues
- Board Requested Another Tool Focused on Drainage & Flood Mitigation
- Still Utilize Existing Tool for Evaluating Potential Road & Drainage Projects
- Currently Developing Draft Drainage & Flood Mitigation Project Evaluation Criteria



Conclusions

- Process Improvements are Underway & Will Continue
- Significant Resources are Dedicated to Process Improvement & Moving Projects Into & Through the "Pipeline"
- Process is Complex for Many Good Reasons =
 Sound & Prudent Investments



Recent Efforts

- Goal Was to Jump Start Process & Build off of Prior Work
- Evaluated Historically Identified
 Drainage & Flood Projects & Issues
- Identified Project Scope:
 - Local Project Scope
 - Area Project Scope
 - Regional Project Scope



Project Scope

Local

- Single Point Improvement Project
- Engineer with Internal Resources

Area

- Multi-Point/Multi-Hazard Mitigation Project
- Secure Proposals from Engineering Consultants
- Conduct Initial Engineering Assessment

Regional

- Floodplain Management over a Watershed
- Secure Proposals from Engineering Consultants
- Conduct Initial Engineering Assessment



Currently Identified Projects

Local Projects

- Wintergreen, Hillside, Turkey Trail (Munds Park)
- Zabala (Kaibab Estates West)
- Spitz Springs (Parks)

Area Projects

- Bow String (Munds Park)
- Fernwood
- Kaibab Estates West

Regional Projects

Fort Valley, Pine Del, Mountain Dell



Currently Identified Projects – Regional

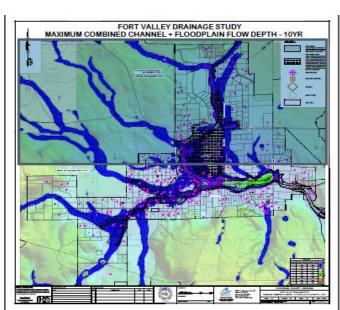
Fort Valley Will be the Model Regional Project –
 Contracting with JE Fuller and CivilTec

Fort Valley will Serve as a Model for Initial

Engineering Assessment

Process and Follow-up Steps

 Will Set Products and Timelines for Future Regional Projects





Interactive Map of Currently Identified Projects





Next Steps

- Finalize Initial Process Improvements
- Finalize Project Evaluation Criteria
- Move Projects Forward & Apply Lessons Learned
- Integrate with 10 Year Flood Control
 District Planning & Budget Processes



Questions & Comments

